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ALLTANK EQUIPMENT CORP.

TO

THE NATIONAL SHAWMUT BANK OF BOSTON,  
*As Trustee*

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**Indenture of Mortgage  
and  
Deed of Trust**

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7% SERIES A NOTES  
7.9% SERIES B NOTES

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Dated as of July 15, 1972

(Allied Chemical Corporation Railroad Cars)

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**INDENTURE OF MORTGAGE AND DEED OF TRUST** (herein, together with any indenture supplemental hereto, called "this Indenture"), dated as of July 15, 1972, made by and between ALLTANK EQUIPMENT CORP., a Delaware corporation (the "Company"), having an office in care of Hubbard, Westervelt & Mottelay, Inc., 60 East 42nd Street, New York, New York 10017, and THE NATIONAL SHAWMUT BANK of Boston having its Trust Department at 40 Water Street, Boston, Massachusetts 02109, as Trustee (said Trustee and any successor thereto being herein called the "Trustee").

### **PRELIMINARY STATEMENT**

The Company deems it necessary to incur indebtedness by borrowing for its proper corporate purposes. The Company proposes to issue from time to time the Notes hereinafter described, which are limited in aggregate principal amount to \$16,324,673 in order to evidence the indebtedness so incurred and to mortgage, transfer, convey and assign or cause to be mortgaged, transferred, conveyed and assigned the Trust Estate hereinafter described in order to secure the payment of said Notes. To that end, the Board of Directors of the Company, at a meeting duly called and held according to law, and the stockholder of the Company, by its written consent, have authorized the execution and delivery of this Indenture and the creation, execution, authentication and delivery of its Notes described in Section 1.01 of this Indenture to be issued by the Company from time to time. The Company has also duly authorized the execution and delivery of this Indenture to secure the payment of the principal of, and the interest and premium (if any) on, said Notes, and to establish and declare the terms and conditions upon which said Notes are and are to be secured and has duly authorized the issuance of the Notes.

The Company is duly authorized under all applicable provisions of law to execute and deliver said Notes and this Indenture and to mortgage, convey and assign said Trust Estate to the Trustee, and all corporate action on its part required therefor has been duly taken. The Company has performed, or has caused to be performed, all acts and things which are prescribed by law and the Certificate of Incorporation and the By-Laws of the Company and which are necessary to make said Notes, when executed by the Company, authenticated and delivered

by the Trustee and duly issued, legal, valid and binding obligations of the Company, and to make this Indenture a valid mortgage and deed of trust to secure the payment of said Notes and all other sums required to be paid by the Company under the provisions of this Indenture, and the execution and delivery of this Indenture and the issuance of said Notes have been duly authorized in all respects.

### **CERTAIN DEFINITIONS**

The Company and the Trustee agree that, unless the context otherwise specifies or requires, the following terms shall have the meanings herein specified, such definitions to be applicable equally to the singular and the plural forms of such terms.

“Allied” means Allied Chemical Corporation, a New York corporation, and any corporation succeeding thereto by merger, consolidation or acquisition of substantially all its assets.

“Assigned Lease” means the Railroad Equipment Lease and Agreement, as the same may be supplemented from time to time in the manner herein or therein provided, between the Company, as lessor, and Allied, as lessee, substantially in the form of Annex B.

“Assignment” means the Assignment of the Assigned Lease, among the Company, as assignor, the Trustee, as assignee, and Allied, substantially in the form of Annex C.

“Basic Rent” and “Basic Rent Payment Date” shall have the meanings assigned to them in the Assigned Lease.

“Board” or “Board of Directors” means either the Board of Directors of any corporation or any committee of said Board, however designated, authorized to exercise the powers of said Board in respect of the matters in question.

“Business Day” means any day other than a day on which banks in the State of New York are authorized or required to close.

“Cars” means the railroad tank cars and railroad hopper cars which are at any time and from time to time acquired by the Company from Allied, leased to Allied under the Assigned Lease for use in its business and subject to the lien of this Indenture.

“Certified Resolution” means a copy of a resolution certified by the Secretary or an Assistant Secretary of any corporation, under its corporate seal, to have been duly adopted by the Board of Directors of such corporation and to be in full force and effect on the date of such certification.

“Closing Date” means the Closing Date defined in the Note Purchase Agreement.

“Corporate Trust Office” of the Trustee means the trust department of the Trustee at 140 Water Street, Boston, Massachusetts 02109, or such other office of the Trustee in the City of Boston and State of Massachusetts, at which its corporate trust business shall thereafter be administered.

“Event of Default” means any of the events and circumstances enumerated as Events of Default in Section 8.01.

“Executive Officer” means, with respect to any corporation, the Chairman of the Board, the President, any Vice President, the Secretary, the Treasurer, any Assistant Treasurer or the Controller of such corporation.

“holder” means the Person in whose name a Note is registered on the register referred to in Section 1.07.

“Level Payments” means the quarter-annual level payments of principal and interest described in Section 1.01 and “Level Payment Date” means the date on which any such level payment is required to be made.

“Note” means any of, and “Notes” means all of, the Series A Notes and Series B Notes.

“Note Purchase Agreement” means the Note Purchase Agreement dated as of July 15, 1972 among the Company, Allied and each of the institutions listed in Exhibit A thereto.

“Person” means an individual, a partnership, a corporation, a trust, an unincorporated association or organization and a government or any department or agency thereof.

“Purchaser” means Purchaser as defined in the Note Purchase Agreement.

“Series A Note” means any of, and “Series A Notes” means all of, the Series A Notes, substantially in the form of Annex A-1 hereto, authenticated and delivered under this Indenture.

“Series B Note” means any of, and “Series B Notes” means all of, the Series B Notes, substantially in the form of Annex A-2 hereto, authenticated and delivered under this Indenture.

“Special Counsel for the Purchasers” means Messrs. Shearman & Sterling or such other counsel as may be specified from time to time by holders of a majority in principal amount of Notes at the time outstanding.

“Subordinated Assignment” means the Subordinated Assignment, substantially in the form of Annex D hereto, from the Company to Hubbard, Westervelt & Mottelay, Inc., of the Assigned Lease.

“Trust Estate” means all property at the time subject to the lien of this Indenture, including but not limited to the Cars and the Assigned Lease.

“Unamortized Cost” means the Unamortized Cost of a Car or Cars determined as provided in Schedule B to the Assigned Lease.

#### GRANTING CLAUSES

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the Company, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Notes to evidence indebtedness of the Company and One Dollar (\$1) duly paid to the Company by the Trustee at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, and in order to secure the payment of both the principal of and interest and premium, if any, and any other sums payable on all Notes secured and to be secured hereby and entitled to the benefits hereof from time to time according to their tenor and effect, and the performance and observance of all the provisions hereof and of the Notes, and to declare the terms and conditions upon and subject to which the Notes are and are to be secured, has executed and delivered this Indenture, and has granted, bargained, sold, warranted, aliened, demised, released, conveyed, assigned, transferred, mortgaged, hypothecated, deposited, pledged, set over and confirmed, and by these presents does grant, bargain, sell, warrant, alien, demise, release, convey, assign, transfer, mortgage, hypothecate, deposit, pledge, set over and confirm unto

accounts for which it is acting as agent, in any case for investment and not with a view to distribution or resale thereof, subject to any requirement of law that the disposition of such Notes be at all times within the control of such purchaser, pension or trust fund or agency account. Each such purchaser and every subsequent holder of a Note shall by its acceptance of a Note issued under this Indenture be deemed to have represented and warranted to the Trustee that it will make no sale or other distribution of the Note or Notes issued to it, in whole or in part, in violation of the Trust Indenture Act of 1939 or the registration provisions of the Securities Act of 1933; and, prior to any sale or other distribution of any Note, in whole or in part, by any such holder, such holder shall submit to the Trustee an opinion of counsel, who shall be the Special Counsel for the Purchasers or other counsel reasonably satisfactory to the Trustee, in form reasonably satisfactory to the Trustee, to the effect that such sale or distribution may be made by such holder without violation of the Trust Indenture Act of 1939 or the registration provisions of the Securities Act of 1933. The right of such purchaser or other holder of a Note to transfer such Note, as expressed herein, shall be subject to the foregoing, and no transfer may be made unless evidence of compliance with the foregoing shall have been delivered to the Trustee. In this respect each Note shall be endorsed with a legend which shall read substantially as follows:

“Transfer of this Note by the registered holder hereof may be effected only by registering such transfer on the register maintained at the corporate trust office of the Trustee. Any such transfer is subject to the investment representation on the part of the registered holder; transfer may not be made in violation of the Trust Indenture Act of 1939 or of the registration provisions of the Securities Act of 1933; and transfer is subject to authorization by the Trustee in the foregoing respects. Reference is made to Section 1.10 of the Indenture referred to herein.”

Notwithstanding the foregoing, Chemical Bank and United States Trust Company of New York may sell Series B Notes as contemplated by paragraphs 2(b) and (c) of the Note Purchase Agreement.

SECTION 1.11. Upon the transfer or exchange of any Note, the holder thereof shall (a) pay to the Trustee the charge specified by the Trustee as necessary to cover the cost of such transfer or exchange and (b) reimburse the Trustee for any stamp taxes or governmental



charges required to be paid with respect to such transfer or exchange; provided, however, notwithstanding the foregoing, neither Chemical Bank nor any Purchaser shall be required to make the payment referred to in clause (a) in connection with the transfer or exchange of any Note originally issued under this Indenture or of any Note issued in connection with the sale referred to in the last sentence of Section 1.10.

SECTION 1.12. The register referred to in Section 1.07 shall at all reasonable times be open for inspection by any Noteholder. Upon request by any holder, the Trustee shall furnish such holder with a list of the names and addresses of holders of Notes entered on the register kept by the Trustee indicating the principal amount, series and serial number of each Note held by each holder.

SECTION 1.13. The Trustee shall not be required to make transfers or exchanges of Notes on any Level Payment Date or during the five preceding Business Days.

SECTION 1.14. Any Note or Notes surrendered to the Trustee as provided in this Article I shall be cancelled forthwith by the Trustee, and thereafter, upon the written request of the Company signed by an Executive Officer thereof, such Note or Notes shall be delivered to the Company.

## ARTICLE II

### PAYMENT FOR CARS

SECTION 2.01. Upon receipt by the Trustee of the purchase price of the Notes as provided in paragraph 2(d) of the Note Purchase Agreement and fulfillment of the conditions specified in Section 7 of the Note Purchase Agreement to the satisfaction of the Purchasers, the Trustee shall pay the amounts so received to Allied.

## ARTICLE III

### FISCAL COVENANTS OF THE COMPANY

Anything in this Indenture or in any Note to the contrary notwithstanding, the Company covenants and agrees, expressly for the benefit of the present and future holders of the Notes, as follows:

SECTION 3.01. The Company will not engage in any business other than the acquisition of the Cars, the leasing of the Cars to Allied pur-

suant to the Assigned Lease and the financing of such acquisition pursuant to the Note Purchase Agreement nor will the Company incur any liabilities, directly or indirectly, whether or not for borrowed money, except the Notes, liabilities which Allied is obligated to discharge pursuant to the Assigned Lease and liabilities for taxes payable but not yet delinquent.

SECTION 3.02. (a) The Company will not, directly or indirectly, acquire, hold or own any share of the capital stock or other equity security or any option or right to acquire the same, of any corporation.

(b) The Company will not, directly or indirectly, lend or advance moneys to others or make any payment or other distribution on account of its capital stock.

SECTION 3.03. The Basic Rent payable on each Basic Rent Payment Date under the Assigned Lease shall not be less than an amount sufficient to make the Level Payment required to be made on the Notes on such Basic Rent Payment Date.

#### ARTICLE IV

##### GENERAL COVENANTS OF THE COMPANY

Anything in this Indenture or in any Note to the contrary notwithstanding, the Company, expressly for the benefit of the present and future holders of the Notes, represents, warrants, covenants and agrees as follows:

SECTION 4.01. The Company warrants that upon payment therefor pursuant to Article II, it will lawfully own the Cars and have good and valid title thereto, free of all liens and encumbrances. The Company has full power and lawful authority to grant, bargain, sell, warrant, release, convey, assign, transfer, mortgage, hypothecate, deposit, pledge, set over and confirm the Trust Estate to the Trustee in the manner and form herein done. Except as otherwise expressly provided in Sections 14, 15 and 16 of the Assigned Lease, the Company will preserve its ownership of each Car from and after the acquisition thereof and will forever warrant and defend the same to the Trustee and its successors and assigns in the trusts created by this Indenture against the claims of all persons and parties whomsoever.

SECTION 4.02. The Company will, at the cost of the Company and without expense to the Trustee or the holders of the Notes, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, directions, authorizations, transfers, hypothecations, deposits, pledges and assurances as the Trustee shall from time to time require, for the better assuring, conveying, mortgaging, assigning, transferring, hypothecating, depositing, pledging and confirming unto the Trustee all and singular the Trust Estate hereby conveyed or assigned, or which the Company may be or may hereafter become bound to convey or assign to the Trustee, or for carrying out the intention or facilitating the performance of the terms of this Indenture.

SECTION 4.03. (a) The Company (i) at or prior to the Closing Date will cause this Indenture, the Assigned Lease and the Assignment to be filed with the Interstate Commerce Commission and to be filed, registered and recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully protect the lien hereof upon, and the title of the Trustee to, the property comprising the Trust Estate, (ii) will cause any manufacturer's certificate of construction and any interchange agreement not theretofore filed with respect to any Car to be filed in such manner and in such places as may be required by any present or future law, rule or regulation and (iii) from time to time will perform or cause to be performed any other act, filing, registration or recording as provided by law and will execute or cause to be executed any and all further instruments that may be requested by the Trustee for publication and protection of each such instrument.

(b) The Company will pay or cause to be paid all filing, registration and recording taxes and fees incident to each such filing, registration or recording, and all expenses incident to the preparation, execution, and acknowledgement of this Indenture, and of any instrument of further assurance, the Assigned Lease and the Assignment, and all federal, state, county and municipal stamp taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Notes, this Indenture, each instrument of further assurance, the Assigned Lease and the Assignment.

SECTION 4.04. The Company will punctually pay the principal and interest (and premium, if any) and all other sums to become due in respect of the Notes at the time and place and in the manner specified herein and in the Notes, according to the true intent and meaning thereof, all in any coin or currency of the United States of America which at the time of such payment shall be legal tender for the payment of public and private debts.

SECTION 4.05. At all times prior to the termination of the Assigned Lease as herein or therein expressly permitted, the Cars shall be leased to Allied under the Assigned Lease, provided that the Cars may be subleased by Allied thereunder and the Assigned Lease may be assigned by Allied, upon compliance with the terms and conditions set forth in the Assigned Lease. The Company will perform punctually all obligations, covenants, and agreements to be performed by it as lessor under the Assigned Lease, strictly in accordance with its terms, and will at all times do all things necessary to compel performance by Allied of all obligations, covenants and agreements to be performed by Allied thereunder and will give to the Trustee notice of all defaults by Allied promptly after they become known to the Company. At all times prior to the termination of the Assigned Lease as herein or therein expressly permitted, the Company will maintain the validity and effectiveness of the assignment to the Trustee of the Assigned Lease and of all rents due thereunder, and (except as expressly permitted by the Assigned Lease or this Indenture) will take no action and will permit no action to be taken by others which will release Allied from its obligations or liabilities under the Assigned Lease or result in the termination, amendment or modification of, or impair the validity of, the Assigned Lease or of the Assignment; provided that, if notice of the same shall have been given to the Trustee, the Assigned Lease may be supplemented by agreement between Allied and the Company (i) in the manner and to the extent permitted or required by Section 5.05, (ii) so as to increase any instalment of the Basic Rent or the amount of additional rent or any other sums payable by Allied thereunder or (iii) in any other respect if the same shall have been consented to in writing by the Trustee, which shall give such consent only after receiving the written consents so to do from the holders of 100% in aggregate principal amount of the Notes at the time outstanding. In any such event, the Assigned Lease as so supplemented shall

continue to be subject to the provisions of the Assignment thereof to the Trustee made herein and in the Assignment, without any further act by the parties hereto, but at any and all times the Company will execute and deliver to the Trustee any and all such further instruments as the Trustee may reasonably require for the purpose of expressly and specifically subjecting the Assigned Lease as so supplemented to the provisions of said assignment and the Assignment.

**SECTION 4.06.** The Company will do or cause to be done all things necessary to preserve and keep in full force and effect its existence, franchises, rights and privileges as a corporation under the laws of the State of Delaware. The Company will comply with all requirements applicable to the Company or to the Trust Estate or any part thereof of the laws or regulations of the United States of America, of any state or states and of any other governmental authority having jurisdiction thereof.

**SECTION 4.07.** All right, title and interest of the Company in and to all improvements, substitutes and replacements of, and all additions to, the Cars, hereafter made or acquired by the Company, immediately upon such making or acquisition, and without any further mortgage or assignment or other act by the Company, shall become and be part of the Cars, and of the Trust Estate and shall be subject to the lien of this Indenture as fully and completely, and with the same effect, as though now owned by the Company and specifically described in the Granting Clauses hereof, but at any and all times the Company will execute and deliver to the Trustee any and all such further assurances, mortgages, or assignments thereof as the Trustee may reasonably require for the purpose of expressly and specifically subjecting the same to the lien of this Indenture.

**SECTION 4.08.** The Company will not create or suffer to be created, directly or indirectly, any mortgage, lien, encumbrance or charge upon or against the Trust Estate or any rents or other income arising therefrom, other than the lien hereof and the Assignment, and as expressly permitted by this Indenture or the Assigned Lease.

**SECTION 4.09.** The Company from time to time when the same shall become due will pay and discharge or cause to be paid and discharged

accounts for which it is acting as agent, in any case for investment and not with a view to distribution or resale thereof, subject to any requirement of law that the disposition of such Notes be at all times within the control of such purchaser, pension or trust fund or agency account. Each such purchaser and every subsequent holder of a Note shall by its acceptance of a Note issued under this Indenture be deemed to have represented and warranted to the Trustee that it will make no sale or other distribution of the Note or Notes issued to it, in whole or in part, in violation of the Trust Indenture Act of 1939 or the registration provisions of the Securities Act of 1933; and, prior to any sale or other distribution of any Note, in whole or in part, by any such holder, such holder shall submit to the Trustee an opinion of counsel, who shall be the Special Counsel for the Purchasers or other counsel reasonably satisfactory to the Trustee, in form reasonably satisfactory to the Trustee, to the effect that such sale or distribution may be made by such holder without violation of the Trust Indenture Act of 1939 or the registration provisions of the Securities Act of 1933. The right of such purchaser or other holder of a Note to transfer such Note, as expressed herein, shall be subject to the foregoing, and no transfer may be made unless evidence of compliance with the foregoing shall have been delivered to the Trustee. In this respect each Note shall be endorsed with a legend which shall read substantially as follows:

“Transfer of this Note by the registered holder hereof may be effected only by registering such transfer on the register maintained at the corporate trust office of the Trustee. Any such transfer is subject to the investment representation on the part of the registered holder; transfer may not be made in violation of the Trust Indenture Act of 1939 or of the registration provisions of the Securities Act of 1933; and transfer is subject to authorization by the Trustee in the foregoing respects. Reference is made to Section 1.10 of the Indenture referred to herein.”

Notwithstanding the foregoing, Chemical Bank and United States Trust Company of New York may sell Series B Notes as contemplated by paragraphs 2(b) and (c) of the Note Purchase Agreement.

SECTION 1.11. Upon the transfer or exchange of any Note, the holder thereof shall (a) pay to the Trustee the charge specified by the Trustee as necessary to cover the cost of such transfer or exchange and (b) reimburse the Trustee for any stamp taxes or governmental

charges required to be paid with respect to such transfer or exchange; provided, however, notwithstanding the foregoing, neither Chemical Bank nor any Purchaser shall be required to make the payment referred to in clause (a) in connection with the transfer or exchange of any Note originally issued under this Indenture or of any Note issued in connection with the sale referred to in the last sentence of Section 1.10.

SECTION 1.12. The register referred to in Section 1.07 shall at all reasonable times be open for inspection by any Noteholder. Upon request by any holder, the Trustee shall furnish such holder with a list of the names and addresses of holders of Notes entered on the register kept by the Trustee indicating the principal amount, series and serial number of each Note held by each holder.

SECTION 1.13. The Trustee shall not be required to make transfers or exchanges of Notes on any Level Payment Date or during the five preceding Business Days.

SECTION 1.14. Any Note or Notes surrendered to the Trustee as provided in this Article I shall be cancelled forthwith by the Trustee, and thereafter, upon the written request of the Company signed by an Executive Officer thereof, such Note or Notes shall be delivered to the Company.

## ARTICLE II

### PAYMENT FOR CARS

SECTION 2.01. Upon receipt by the Trustee of the purchase price of the Notes as provided in paragraph 2(d) of the Note Purchase Agreement and fulfillment of the conditions specified in Section 7 of the Note Purchase Agreement to the satisfaction of the Purchasers, the Trustee shall pay the amounts so received to Allied.

## ARTICLE III

### FISCAL COVENANTS OF THE COMPANY

Anything in this Indenture or in any Note to the contrary notwithstanding, the Company covenants and agrees, expressly for the benefit of the present and future holders of the Notes, as follows:

SECTION 3.01. The Company will not engage in any business other than the acquisition of the Cars, the leasing of the Cars to Allied pur-

suant to the Assigned Lease and the financing of such acquisition pursuant to the Note Purchase Agreement nor will the Company incur any liabilities, directly or indirectly, whether or not for borrowed money, except the Notes, liabilities which Allied is obligated to discharge pursuant to the Assigned Lease and liabilities for taxes payable but not yet delinquent.

SECTION 3.02. (a) The Company will not, directly or indirectly, acquire, hold or own any share of the capital stock or other equity security or any option or right to acquire the same, of any corporation.

(b) The Company will not, directly or indirectly, lend or advance moneys to others or make any payment or other distribution on account of its capital stock.

SECTION 3.03. The Basic Rent payable on each Basic Rent Payment Date under the Assigned Lease shall not be less than an amount sufficient to make the Level Payment required to be made on the Notes on such Basic Rent Payment Date.

#### ARTICLE IV

##### GENERAL COVENANTS OF THE COMPANY

Anything in this Indenture or in any Note to the contrary notwithstanding, the Company, expressly for the benefit of the present and future holders of the Notes, represents, warrants, covenants and agrees as follows:

SECTION 4.01. The Company warrants that upon payment therefor pursuant to Article II, it will lawfully own the Cars and have good and valid title thereto, free of all liens and encumbrances. The Company has full power and lawful authority to grant, bargain, sell, warrant, release, convey, assign, transfer, mortgage, hypothecate, deposit, pledge, set over and confirm the Trust Estate to the Trustee in the manner and form herein done. Except as otherwise expressly provided in Sections 14, 15 and 16 of the Assigned Lease, the Company will preserve its ownership of each Car from and after the acquisition thereof and will forever warrant and defend the same to the Trustee and its successors and assigns in the trusts created by this Indenture against the claims of all persons and parties whomsoever.



SECTION 4.02. The Company will, at the cost of the Company and without expense to the Trustee or the holders of the Notes, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, directions, authorizations, transfers, hypothecations, deposits, pledges and assurances as the Trustee shall from time to time require, for the better assuring, conveying, mortgaging, assigning, transferring, hypothecating, depositing, pledging and confirming unto the Trustee all and singular the Trust Estate hereby conveyed or assigned, or which the Company may be or may hereafter become bound to convey or assign to the Trustee, or for carrying out the intention or facilitating the performance of the terms of this Indenture.

SECTION 4.03. (a) The Company (i) at or prior to the Closing Date will cause this Indenture, the Assigned Lease and the Assignment to be filed with the Interstate Commerce Commission and to be filed, registered and recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully protect the lien hereof upon, and the title of the Trustee to, the property comprising the Trust Estate, (ii) will cause any manufacturer's certificate of construction and any interchange agreement not theretofore filed with respect to any Car to be filed in such manner and in such places as may be required by any present or future law, rule or regulation and (iii) from time to time will perform or cause to be performed any other act, filing, registration or recording as provided by law and will execute or cause to be executed any and all further instruments that may be requested by the Trustee for publication and protection of each such instrument.

(b) The Company will pay or cause to be paid all filing, registration and recording taxes and fees incident to each such filing, registration or recording, and all expenses incident to the preparation, execution, and acknowledgement of this Indenture, and of any instrument of further assurance, the Assigned Lease and the Assignment, and all federal, state, county and municipal stamp taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Notes, this Indenture, each instrument of further assurance, the Assigned Lease and the Assignment.

SECTION 4.04. The Company will punctually pay the principal and interest (and premium, if any) and all other sums to become due in respect of the Notes at the time and place and in the manner specified herein and in the Notes, according to the true intent and meaning thereof, all in any coin or currency of the United States of America which at the time of such payment shall be legal tender for the payment of public and private debts.

SECTION 4.05. At all times prior to the termination of the Assigned Lease as herein or therein expressly permitted, the Cars shall be leased to Allied under the Assigned Lease, provided that the Cars may be subleased by Allied thereunder and the Assigned Lease may be assigned by Allied, upon compliance with the terms and conditions set forth in the Assigned Lease. The Company will perform punctually all obligations, covenants, and agreements to be performed by it as lessor under the Assigned Lease, strictly in accordance with its terms, and will at all times do all things necessary to compel performance by Allied of all obligations, covenants and agreements to be performed by Allied thereunder and will give to the Trustee notice of all defaults by Allied promptly after they become known to the Company. At all times prior to the termination of the Assigned Lease as herein or therein expressly permitted, the Company will maintain the validity and effectiveness of the assignment to the Trustee of the Assigned Lease and of all rents due thereunder, and (except as expressly permitted by the Assigned Lease or this Indenture) will take no action and will permit no action to be taken by others which will release Allied from its obligations or liabilities under the Assigned Lease or result in the termination, amendment or modification of, or impair the validity of, the Assigned Lease or of the Assignment; provided that, if notice of the same shall have been given to the Trustee, the Assigned Lease may be supplemented by agreement between Allied and the Company (i) in the manner and to the extent permitted or required by Section 5.05, (ii) so as to increase any instalment of the Basic Rent or the amount of additional rent or any other sums payable by Allied thereunder or (iii) in any other respect if the same shall have been consented to in writing by the Trustee, which shall give such consent only after receiving the written consents so to do from the holders of 100% in aggregate principal amount of the Notes at the time outstanding. In any such event, the Assigned Lease as so supplemented shall

continue to be subject to the provisions of the Assignment thereof to the Trustee made herein and in the Assignment, without any further act by the parties hereto, but at any and all times the Company will execute and deliver to the Trustee any and all such further instruments as the Trustee may reasonably require for the purpose of expressly and specifically subjecting the Assigned Lease as so supplemented to the provisions of said assignment and the Assignment.

**SECTION 4.06.** The Company will do or cause to be done all things necessary to preserve and keep in full force and effect its existence, franchises, rights and privileges as a corporation under the laws of the State of Delaware. The Company will comply with all requirements applicable to the Company or to the Trust Estate or any part thereof of the laws or regulations of the United States of America, of any state or states and of any other governmental authority having jurisdiction thereof.

**SECTION 4.07.** All right, title and interest of the Company in and to all improvements, substitutes and replacements of, and all additions to, the Cars, hereafter made or acquired by the Company, immediately upon such making or acquisition, and without any further mortgage or assignment or other act by the Company, shall become and be part of the Cars, and of the Trust Estate and shall be subject to the lien of this Indenture as fully and completely, and with the same effect, as though now owned by the Company and specifically described in the Granting Clauses hereof, but at any and all times the Company will execute and deliver to the Trustee any and all such further assurances, mortgages, or assignments thereof as the Trustee may reasonably require for the purpose of expressly and specifically subjecting the same to the lien of this Indenture.

**SECTION 4.08.** The Company will not create or suffer to be created, directly or indirectly, any mortgage, lien, encumbrance or charge upon or against the Trust Estate or any rents or other income arising therefrom, other than the lien hereof and the Assignment, and as expressly permitted by this Indenture or the Assigned Lease.

**SECTION 4.09.** The Company from time to time when the same shall become due will pay and discharge or cause to be paid and discharged

(i) all property taxes, and all excises, taxes, levies, license fees, permit fees and other fees and charges, whether of a like or different nature, assessed, levied or imposed on it or the Trust Estate or any part thereof or upon this Indenture or the debt secured hereby or upon the revenues, rents, issues, income and profits of the Trust Estate or arising in respect of the use or possession thereof, whether or not the failure to pay any such tax, fee or charge might result in the creation of a lien upon the Trust Estate or any part thereof or upon the revenues, rents, issues, income and profits of the Trust Estate or in the diminution thereof, (ii) all corporate franchise, excise and other taxes, fees and charges assessed, levied or imposed in respect of its corporate existence or its right to do business, (iii) all income, excess profits, excise, sales, franchise, gross receipts and other taxes, duties or imposts, whether of a like or different nature, assessed, levied or imposed by any governmental authority on it or the Trust Estate or any part thereof or upon the revenues, rents, issues, income and profits of the Trust Estate, whether or not the failure to pay any such tax, duty or impost might result in the creation of a lien upon any asset of the Company or the Trust Estate or any part thereof or upon the revenues, rents, issues, income and profits of the Trust Estate or in the diminution thereof, and whether or not any such tax, duty or impost is payable directly by the Company or is subject to withholding at the source and (iv) all lawful claims and demands of mechanics, laborers, materialmen and others which, if unpaid, might result in the creation of a lien on the Trust Estate or any part thereof, or upon the revenues, rents, issues, income and profits of the Trust Estate, and, in general, will do or cause to be done everything necessary so that the lien hereof shall be fully preserved, at the cost of the Company and without expense to the Trustees or to the holders of the Notes. Nothing in this Section 4.09 shall require the payment of any such tax, fee, imposition, charge, claim or demand, provided that the Company or Allied shall in good faith and at its own expense contest the amount or the validity thereof by appropriate legal proceedings which shall operate to prevent the collection thereof or other realization thereon and the sale or forfeiture of the Trust Estate or any part thereof to satisfy the same, and the Company or Allied shall give reasonable security to the Trustee as may be demanded by the Trustee to insure payment of the same and to prevent any such sale or forfeiture by reason of such contest. The Company will, upon the request of the Trustee (the Trustee having no duty to make such

request), deliver to the Trustee receipts evidencing the payment of all such taxes, fees or other charges imposed upon or assessed against it or the Trust Estate or the revenues, rents, issues, income or profits thereof or of the Company. Upon the written request of the holders of not less than 25% in principal amount of the Notes at the time outstanding, the Trustee shall request the Company to produce and exhibit, and the Company shall produce and exhibit, to the Trustee within 45 days after the Trustee's request satisfactory evidence of the payment of any such tax, fee or other charge which has become due and payable.

SECTION 4.10. The Company will not consolidate with or merge into any other corporation, or permit any other corporation to merge into the Company. The Company will not, until discharge of this Indenture in accordance with Section 11.01, sell, lease, transfer, convey or otherwise dispose of any property included in the Trust Estate, except (i) for the Subordinated Assignment, (ii) as such sale or other disposition is provided for in the Assigned Lease, (iii) as provided in Article V or (iv) except with the consent of the holders of all the Notes at the time outstanding.

SECTION 4.11. The Company will perform punctually all obligations, covenants and agreements by it to be performed under the Note Purchase Agreement in accordance with its terms.

SECTION 4.12. The Company will as soon as practicable after the end of each fiscal year of the Company, and in any event within 90 days thereafter, deliver to the Trustee a certificate of an Executive Officer of the Company stating that he knows of no Event of Default or any event which after notice or lapse of time or both would constitute an Event of Default, which has occurred and is continuing, or if any Event of Default or such event has occurred and is continuing to his knowledge, specifying the nature and the period of existence thereof and what action the Company has taken or proposes to take with respect thereto, and except as otherwise specified, stating that (limited to the best of his knowledge insofar as such obligations are also obligations of Allied under the Assigned Lease) the Company has fulfilled all its obligations under this Indenture.

SECTION 4.13. The Company will not claim any credit on or make any deduction from the interest and premium, if any, on or principal of

the Notes by reason of the payment of any taxes levied or to be levied upon the Trust Estate or any part thereof during the continuance of the lien of this Indenture.

SECTION 4.14. The Company will not issue or permit to be issued any Notes in any manner other than in accordance with the provisions of this Indenture and the agreements herein contained, and will not suffer or permit any default to occur under this Indenture and will faithfully observe and perform or cause to be observed and performed all the conditions, covenants and requirements hereof, except as the performance or observance of such conditions, covenants and requirements may be waived in accordance with the provisions hereof.

SECTION 4.15. The Company will at all times maintain and keep, or cause to be maintained and kept, the Cars in good operating order and condition and from time to time will promptly make or, cause to be made, all repairs, renewals, replacements, additions and improvements in connection therewith which are needful or desirable to such end, in accordance with the provisions of the Assigned Lease.

SECTION 4.16. If the Company shall fail to perform or cause to be performed any of the covenants contained in Section 4.03, 4.06, 4.08 or 4.09, the Trustee may make advances to perform the same in its behalf (but shall not be obligated to do so unless requested in writing to do so by the holders of not less than 25% in principal amount of the Notes and furnished with funds for the purpose), and all sums so advanced shall be a lien upon the Trust Estate and shall be secured hereby prior to the Notes; and the Company will repay on demand all sums so advanced on its behalf with interest at the rate of 9% per annum.

## ARTICLE V

### POSSESSION, USE AND RELEASE OF PROPERTY

SECTION 5.01. The Trustee shall receive and collect directly and without the intervention or assistance of any fiscal agent or other intermediary all rentals and other sums required or permitted to be paid by Allied under the Assigned Lease to the Company. The Trustee shall disburse the same pursuant to the terms of this Indenture.

SECTION 5.02. The Trustee shall not be obligated at any time to accept any property, other than the property of the character referred to in Granting Clauses First and Second of this Indenture and intended to become part of the Trust Estate, or to cause or permit the transfer thereof to be made to the Trustee if, in the opinion of the Trustee, such action would subject it to the risk of any liability or expense. The Trustee shall not be under any duty to examine or pass upon the title to, or the validity or genuineness of, any property at any time constituting part of the Trust Estate, and the Trustee shall be entitled to assume that any such property is owned by the purported owner thereof and is genuine and valid and that any mortgages, transfers or assignments thereof are genuine and valid.

SECTION 5.03. (a) Within 3 Business Days after the receipt by the Company of any notice from Allied under the Assigned Lease of its intention to terminate the Assigned Lease or the term thereof with respect to one or more or all of the Cars pursuant to any provision thereof permitting such notice and an undertaking to purchase such Cars or of any notice from the Trustee of the receipt by it of any such notice from Allied, the Company will furnish or cause to be furnished to the Trustee a copy of any such notice received by it. Upon receipt of any such notice the Trustee shall provide copies to each of the Purchasers at the addresses set forth in Exhibit A to the Note Purchase Agreement. In addition, the Trustee shall provide each Purchaser requesting same in writing with copies of reports and notices received by the Trustee pursuant to Sections 9 and 13 of the Assigned Lease and pursuant to the Assignment.

(b) The Company upon the receipt of any such undertaking will comply with all applicable provisions of the Assigned Lease, or cause the same to be complied with, so that the purchase by Allied of such Cars shall be duly consummated within the time specified by the Assigned Lease. If the Company shall fail, after the receipt of such undertaking, to comply with all applicable provisions of the Assigned Lease or cause the same to be complied with, the Trustee shall, and is hereby irrevocably appointed the agent and attorney in fact of the Company and of any and every future owner of the Cars to, notify Allied of such acceptance and comply with said provisions including, without limitation, the execution and delivery, in the name of and on behalf of the Company or other owner of the Cars, of a bill of sale or other instrument of transfer or assignment transferring and assigning such Cars to Allied, but the provisions of this sentence shall not prevent any default in the observance or per-

formance of any covenant, condition or agreement contained in this paragraph (b) from constituting an Event of Default or from constituting an event which after notice or lapse of time or both would constitute an Event of Default. If there shall be paid to the Trustee the purchase price determined as set forth in the Assigned Lease with respect to the Car or Cars to be purchased, the Trustee shall execute and deliver a release of such Car or Cars from the lien of this Indenture simultaneously with the receipt of such purchase price. Payments on account of any such purchase price received pursuant to this paragraph (b) shall become part of the Trust Estate and shall be disposed of by the Trustee in accordance with the provisions of Article VI.

(c) Each bill of sale or other instrument of transfer or assignment executed and delivered by the Trustee pursuant to this Section shall be binding upon the Company and every future owner of the Car or Cars sold with the same effect as if the Company and every such owner had personally executed and delivered the same, and every such owner by receipt or acquisition of any right, title or interest in the Cars hereby irrevocably appoints the Trustee his or its agent and attorney in fact with full power and authority to execute and deliver such bills of sale or other instruments of transfer or assignment in his or its behalf and name.

SECTION 5.04. If any Car shall be lost, destroyed or damaged beyond repair or if any governmental authority shall confiscate, requisition or take the title to any Car, the payments to be made by Allied under the Assigned Lease in respect of every such item shall be paid to the Trustee. Payments received by the Trustee pursuant to this Section shall become part of the Trust Estate and shall be disposed of by the Trustee in accordance with the provisions of Article VI.

SECTION 5.05. At any time, provided that the Company shall have given 20 days' notice to the Trustee, the Company may request the Trustee to release any five or more Cars from the lien of this Indenture and, if no Event of Default shall have occurred and be continuing, the Trustee shall on the date of such request release such Cars (hereinafter in this Section called the "released Cars") from the lien of this Indenture, but only upon receipt by the Trustee from the Company of the following:

(a) An indenture supplemental to this Indenture, executed and acknowledged by the Company, which subjects to the lien



hereof one or more items of railroad rolling stock which are of the same character as the Cars, which items of railroad rolling stock (hereinafter in this Section called the "substituted Cars") shall thereafter constitute and be Cars for all purposes of this Indenture; such supplemental indenture shall (i) amend this Indenture and form a part hereof, (ii) set forth in the granting clauses thereof an adequate legal description of the substituted Cars which is identical with the description of the substituted Cars set forth in the bill of sale thereof, and (iii) subject the substituted Cars to the lien of this Indenture for the benefit and security of the Notes;

(b) A certificate, dated the date of such request, signed by an Executive Officer of the Company which states (i) that no Event of Default has happened and is continuing (limited to the best of such Officer's knowledge insofar as such Event of Default would occur because of any failure of Allied to perform or observe its obligations under the Assigned Lease) and (ii) that the substitution then to be effected fulfills all the requirements of this Section;

(c) The conditions for the substitution then to be effected required to be met by Section 15 of the Assigned Lease shall be met, and the certificates, opinion and bills of sale therein required shall have been delivered, in each case in form and substance satisfactory to the Trustee, and evidence satisfactory to the Trustee that all taxes and expenses incident to the release and substitution of Cars have been paid shall have been received by the Trustee;

(d) A supplement to the Assigned Lease, as provided for in Section 15 of the Assigned Lease, duly executed, acknowledged and delivered, pursuant to due authorization, by the Company and Allied, which supplement shall (i) convey and transfer the substituted Cars and confirm that such are subject to the Assigned Lease, (ii) amend Schedule A of the Assigned Lease so as to release the released Cars and include the substituted Cars, (iii) make such other changes in the Assigned Lease as may be necessary by reason of such release and substitution and (iv) ratify and confirm the Assigned Lease in all other respects;

(e) An opinion of counsel acceptable to the Trustee, who may be counsel for the Company, dated the date of such request, and in form satisfactory to Trustee, to the effect that: (i) the Company

has duly executed and delivered, pursuant to due authorization, the supplemental indenture and the supplement to the Assigned Lease relating to the substituted Cars and each of said instruments is a valid and binding instrument legally enforceable against the Company, (ii) said supplemental indenture and supplement to the Assigned Lease contain an adequate legal description of the substituted Cars and said supplemental indenture creates upon the substituted Cars a valid and enforceable first mortgage lien for the benefit and security of the Notes, subject to the rights of Allied under the Assigned Lease, (iii) said supplemental indenture and supplement to the Assigned Lease have been duly filed with the Interstate Commerce Commission and no other deposit, filing or recordation of any document is necessary or advisable to protect the first lien and security interest of the holders of the Notes in the substituted Cars within the United States or, if any such action is necessary or advisable specifying the same and stating that it has been duly taken, (iv) the Company is a duly organized and existing corporation in good standing under the laws of the State of Delaware, (v) no approval, authorization, order, license, permit, franchise or consent of, or registration, declaration or filing with, any governmental authority is required in connection with the execution, delivery or performance by the Company of the supplemental indenture or the supplement to the Assigned Lease or if any such approval, authorization, order, license, permit, franchise, consent, registration, declaration or filing is required, specifying the same and stating that the same has been obtained or made and is in full force and effect, and (vi) neither the execution or delivery of the supplemental indenture or the supplement to the Assigned Lease, nor the performance thereof, nor compliance with any of the provisions thereof, by the Company will conflict with or result in a breach of, the terms, conditions or provisions of, or constitute a default under, the certificate of incorporation or by-laws of the Company, or (to the best of such counsel's knowledge) any contract or agreement to which the Company is a party or by which it is bound, nor will any of such acts result in the creation or imposition of any lien or encumbrance upon any property or assets of the Company (other than the Assigned Lease as it relates to the substituted Cars and the lien of the Indenture) or result in a violation by the Company of any applicable law,

order, rule, regulation, injunction, judgment or decree of any court or governmental authority; it being understood that such opinion may be subject to the qualification that the rights and remedies set forth in the above-mentioned instruments are subject to any bankruptcy and insolvency laws and that as to factual matters such counsel may rely upon a certificate setting forth such matters which has been signed by an Executive Officer of the Company;

(f) Certified Resolutions, dated the date of such application, from the Company, authorizing the execution and delivery of the supplemental indenture and the supplement to the Assigned Lease;

(g) An opinion of the General Counsel or an Assistant General Counsel of Allied dated the date of such request and in form satisfactory to the Trustee to the effect that the supplement to the Assigned Lease has been duly executed and delivered by Allied, pursuant to due authorization, and is a valid and binding instrument legally enforceable;

(h) Such other legal opinions, Certified Resolutions, certificates and agreements with respect to the validity and enforceability of any instruments described in, or the fulfillment of any conditions set forth in, this Section, as the Trustee may require.

SECTION 5.06. (a) On demand of the Trustee, the Company forthwith will pay or satisfactorily provide for all expenditures incurred by the Trustee under this Article V; and in any case, without impairment of or prejudice to any of its rights hereunder by reason of the happening and continuance of an Event of Default, the Trustee in its discretion may advance all such expenses and other sums required, or may procure such advances to be made by others; and the Company will repay all such advances, with interest thereon at the rate of 9% per annum. All such advances by the Trustee shall be a lien upon the Trust Estate and shall be secured hereby prior to the Notes.

(b) The Trustee shall be entitled, before taking any action under this Article V, to receive an opinion of counsel (who may be counsel to the Company or Allied) stating the legal effect of any such action and of the steps necessary to be taken to consummate the same, and stating also that such action is not in contravention of the provisions of this

Indenture. Any such opinion shall be full protection to the Trustee for any action taken or omitted to be taken by it in reliance thereon.

## ARTICLE VI

### APPLICATION OF MONEYS RECEIVED BY TRUSTEE PRIOR TO EVENT OF DEFAULT

SECTION 6.01. (a) Unless and until one or more Events of Default shall have happened and be continuing to the Trustee's knowledge (i) any moneys received by the Trustee as a payment of Basic Rent (and interest on any overdue instalment thereof) under the Assigned Lease shall be applied promptly by the Trustee to the interest payment or Level Payment due on the Notes on the Basic Rent Payment Date with respect to which such payment is made and (ii) any moneys received by the Trustee as additional rent under the Assigned Lease shall be applied promptly by the Trustee to the purpose or purposes for which such moneys were paid pursuant to the Assigned Lease.

(b) Unless and until one or more Events of Default shall have happened and be continuing to the Trustee's knowledge the excess, if any, of any moneys received as a payment of Basic Rent under the Assigned Lease which remains after making all payments due on the Notes on the Basic Rent Payment Date with respect to which such payment is made shall be paid to the Person entitled thereto.

SECTION 6.02. (a) Unless and until one or more Events of Default shall have happened and be continuing to the Trustee's knowledge any moneys received by the Trustee pursuant to Section 14 of the Assigned Lease as damages on account of loss, destruction, irreparable damage to or confiscation, requisition or taking of any one or more Cars and any moneys received by the Trustee pursuant to Section 16(A) of the Assigned Lease as the purchase price of any one or more Cars, shall in each case be promptly applied by the Trustee to the prepayment of Notes, at a price in each case equal to 100% of the principal amount to be prepaid, determined as provided in Section 7.02, plus accrued and unpaid interest thereon to the date fixed for prepayment, without premium.

(b) Unless and until one or more Events of Default shall have happened and be continuing to the Trustee's knowledge any moneys received

by the Trustee pursuant to Section 16(B) of the Assigned Lease as the purchase price of any one or more Cars shall be promptly applied by the Trustee to the prepayment of Notes, at a price in each case equal to 100% of the principal amount to be prepaid, determined as provided in Section 7.02, plus accrued and unpaid interest thereon to the date fixed for prepayment, together with the applicable premium as provided in Section 1.01(c)(vi).

## ARTICLE VII

### PREPAYMENT OF NOTES

SECTION 7.01. No prepayment of any Notes may be made except to the extent and in the manner expressly permitted by this Indenture. Every prepayment of the Notes required to be made pursuant to Article VI shall be made in accordance with the provisions of this Article VII.

SECTION 7.02. The principal amount of Notes to be prepaid from moneys received by the Trustee pursuant to Section 14, 16(A) or 16(B) of the Assigned Lease shall be equal to an amount which bears the same relation to the aggregate principal amount of the Notes outstanding on the Basic Rent Payment Date on which such moneys are required pursuant to the applicable Section of the Assigned Lease to be paid by Allied as the Unamortized Cost of the Car or Cars with respect to which such payment is required to be made by Allied bears to the aggregate Unamortized Cost of all Cars (including the Car or Cars with respect to which such payment is required to be made) subject to the Assigned Lease on such Basic Rent Payment Date. In case of any partial prepayment of Notes (it being understood that the periodic application of Basic Rent to the payment of Level Payments on the Notes shall not be deemed to be a prepayment of Notes) under this Indenture, the aggregate principal amount of the Notes to be prepaid shall be prorated by the Trustee among the Notes in proportion to the unpaid principal amount of each such Note.

SECTION 7.03. In the case of each Note, each payment pursuant to Article VI shall be applied *first*, to the payment of accrued interest on such Note to the date of such payment (as well as any interest on

overdue principal or interest), *second*, to the payment of any premium due on such Note in connection with such payment, *third*, to the payment of the principal amount of such Note to be prepaid, determined as provided in Section 7.02, and *fourth*, the balance, if any, remaining thereafter, to the payment of the principal amount of such Note remaining unpaid. Upon any partial prepayment of any Note, the Level Payments of such Note becoming due after such prepayment shall be proportionately reduced so that, upon the due payment of all remaining Level Payments thereon so reduced, the entire unpaid principal amount of and all accrued interest on such Note shall have been paid in full. On the date of any partial prepayment of such Note the Company shall deliver to the Trustee two copies of a separate amortization schedule with respect to such Note, setting forth the amount of the Level Payments to be made on such Note after the date of such partial prepayment and the unpaid principal balance of such Note after each such Level Payment. The Trustee shall deliver one copy of such schedule to the holder of such Note.

## ARTICLE VIII

### EVENTS OF DEFAULT AND REMEDIES

SECTION 8.01. If one or more of the following Events of Default shall happen, that is to say:

(a) if (i) default shall be made in the payment of any interest on any Note, or in the payment of any Level Payment of any Note, in either such case, when and as the same shall become due and payable and such default shall have continued for a period of 5 Business Days or (ii) default shall be made in any other payment of the principal (including premium, if any) of any Note, when and as the same shall become due and payable, whether at maturity or by acceleration or as part of any prepayment or otherwise, in each case, as in said Note and this Indenture provided; or

(b) if any representation or warranty of the Company set forth in the Note Purchase Agreement or this Indenture, or of Allied set forth in the Note Purchase Agreement, shall prove to be incorrect in any material respect as of the time when the same shall have been made; or

(c) if (i) the Assigned Lease shall be terminated pursuant to Section 21 thereof or (ii) the Assigned Lease shall be in any way amended or modified, except as expressly provided for herein or therein, or shall be assigned (except pursuant to the Assignment or the Subordinated Assignment) or hypothecated without the prior written consent of the Trustee; or

(d) if default shall be made in the due observance or performance of any covenant or agreement on the part of the Company contained in Section 3.01, 3.02, 3.03, 4.01, 4.03, 4.05, 4.10, 4.13 or 5.03(b); or

(e) if default shall be made in the due observance or performance of any other covenant, condition or agreement on the part of the Company in the Notes or in this Indenture contained, and such default shall have continued for a period of 30 calendar days after written notice specifying such default and demanding that the same be remedied shall have been given to the Company by the Trustee (or in the case of any such default which cannot with due diligence be cured within such 30-day period, if the Company shall fail to proceed promptly to cure the same and thereafter prosecute the curing of such default with all due diligence, it being intended, in connection with a default not susceptible of being cured with due diligence within such period, that the time of the Company within which to cure the same shall be extended for such period as may be necessary to complete the curing of the same with all due diligence); or

(f) if default shall be made by Allied under the Assigned Lease by reason of which the lessor thereunder is given the right to terminate such Assigned Lease, or to take possession and control of the property leased thereby, or if the Trustee shall not actually receive directly from Allied any Basic Rent payment under the Assigned Lease within 5 calendar days after the same is due and payable, irrespective of the reason for such non-receipt; or

(g) if by the order of a court of competent jurisdiction, a receiver or liquidator of the Trust Estate or any part thereof, or of the Company or any then owner of the Trust Estate, shall

be appointed and shall not be discharged or dismissed within 60 calendar days after such appointment, or if by decree of such a court the Company or any such owner shall be adjudicated a bankrupt, or be declared insolvent; or

(h) if the Company or any then owner of the Trust Estate shall be dissolved, or if the Company or any such owner shall file a voluntary petition in bankruptcy, or shall make an assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or receivers of all or any part of the Trust Estate, or if a petition or an answer proposing the reorganization of the Company or any such owner pursuant to the Federal Bankruptcy Act or any similar law, federal or state, shall be filed in, and approved by, any court; or

(i) if any of the creditors of the Company or any then owner of the Trust Estate shall file a petition to reorganize the Company or any such owner pursuant to the Federal Bankruptcy Act or any similar law, federal or state, and if such petition shall not be discharged or denied within 60 calendar days after the date on which such petition was filed; or

(j) if final judgment for the payment of money shall be rendered against the Company or any then owner of the Trust Estate and the Company or any such owner shall not discharge the same or cause it to be discharged within 60 calendar days from the entry thereof, or shall not appeal therefrom or from the order, decree or process upon which or pursuant to which said judgment was granted, based or entered, and secure a stay of execution pending such appeal; or

(k) if default shall be made by any purchaser or transferee of the Trust Estate in the due observance or performance of any of the assumptions or agreements made by such purchaser or transferee pursuant to Section 5.06 hereof;

then in every such case:

I. During the continuance of any such Event of Default, the Trustee by notice in writing sent by registered mail to the Com-



pany, may, and upon the written request of the holders of 25% in principal amount then outstanding of the Notes shall, declare the entire principal of all the Notes (if not then due and payable), and all accrued and unpaid interest thereon, to be due and payable immediately, and upon any such declaration the principal of the Notes and said accrued unpaid interest shall become and be immediately due and payable, anything in the Notes or in this Indenture contained to the contrary notwithstanding; this provision, however, is subject to the condition that if at any time after the principal of and accrued interest on the Notes shall have been so declared and become due and payable, and prior to the date of any sale of any part of the Trust Estate pursuant to this Indenture, all arrears of principal and interest upon all the Notes then outstanding, and all sums paid or advanced by the Trustee under any provision of this Indenture, together with interest thereon at the rate of 9% per annum, and the expenses and liabilities of the Trustee shall either be paid by the Company or collected out of the income from the Trust Estate, and every other default in the observance or performance of any covenant, condition or agreement in the Notes or in this Indenture contained shall be cured, or be secured to the satisfaction of the Trustee, or provision deemed by the Trustee to be adequate shall be made therefor, then with the written consent of the holders of 75% in principal amount of the Notes, the Trustee shall waive as against the Company the default by reason of which the principal of the Notes and accrued interest shall have been so declared and become due and payable, and may rescind and annul such declaration and its consequences; but no such waiver, rescission or annulment shall extend to or affect any subsequent default or impair any right consequent thereon.

II. During the continuance of any such Event of Default, the Trustee, personally or by its agents or attorneys, may take possession and control of all or any part of the Trust Estate, and each and every portion thereof, and may exclude the Company, its agents and servants wholly therefrom; and having and holding the same, may use, operate, manage and control the Trust Estate and conduct the business thereof, either personally or by its superintendents, managers, agents, servants, attorneys or receivers; and upon

every such taking of possession and control the Trustee at the expense of the Trust Estate, from time to time, either by purchase or repairs, may maintain and restore the Trust Estate, whereof it shall become possessed as aforesaid, to the extent the same is not maintained and restored by Allied pursuant to the Assigned Lease, and may insure and reinsure the same, as may seem to it to be advisable; and likewise, from time to time at the expense of the Trust Estate, the Trustee may, to the extent the same are not made by Allied pursuant to the Assigned Lease, make all necessary or proper repairs, renewals and replacements, and useful alterations, additions and improvements thereto as to it may seem advisable; and in every such case the Trustee shall have the right to manage and operate the Trust Estate and to carry on the business thereof and exercise all rights and powers of the Company with respect thereto either in the name of the Company or otherwise as it shall deem best; and the Trustee shall be entitled to collect and receive all earnings, revenues, rents, profits and income of the Trust Estate and every part thereof and said earnings, revenues, rents, profits and income are, in case an Event of Default shall happen, hereby assigned to the Trustee, its successor or successors in the trust and unto its assigns; and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions and improvements and for taxes, assessments, insurance and prior or other proper charges upon the Trust Estate or any part thereof, as well as just and reasonable compensation for the services of the Trustee and for all attorneys, counsel, agents, clerks, servants and other employees by it properly engaged and employed, the Trustee shall apply the moneys arising as aforesaid as follows:

(1) in case an Event of Default described in clause (a) of this Section shall not have happened and the Notes shall not have been declared immediately due and payable, first, to the payment of the principal of the Notes and the interest thereon, when and as the same shall become payable, and second, to the payment of any other sums required to be paid by the Company under this Indenture; or

(2) in case an Event of Default described in clause (a) of this Section shall have happened, whether at maturity, on

acceleration, or otherwise, in the order of priorities and amounts set forth in Section 8.02(e).

III. The Trustee, with or without taking possession, personally or by its agents or attorneys, in so far as applicable, may, and upon the written request of the holders of a majority in principal amount of the Notes, shall:

(1) sell, to the extent permitted by law, all and singular the Trust Estate, and all estate, right, title and interest, claim and demand therein, and right of redemption therein, at one or more sales, as an entirety or in parts, and at such time and place and upon such terms as the Trustee may fix and specify in the notice of sale to be given to the Company, or as may be required by law; or

(2) institute proceedings for the complete or partial foreclosure of this Indenture under the provisions of the laws of the jurisdiction or jurisdictions in which the Trust Estate or any part thereof is located, or any other applicable provision of law; or

(3) take all steps to protect and enforce its rights and the rights of the holders of the Notes whether by action, suit or proceeding in equity or at law (for the specific performance of any covenant, condition or agreement in the Notes or in this Indenture contained, or in aid of the execution of any power herein granted, or for any foreclosure hereunder or for the enforcement of any other appropriate legal or equitable remedy) or otherwise as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce any of its rights or duties hereunder or the rights of the holders of the Notes.

The Trustee may conduct any number of sales from time to time. The power of sale shall not be exhausted by any one or more such sales as to any part of the Trust Estate remaining unsold, but shall continue unimpaired until all of the Trust Estate shall have been sold or the Notes and all indebtedness of the Company hereunder shall have been paid.

SECTION 8.02. (a) The Trustee may postpone the sale of all or any portion of the Trust Estate by public announcement at the time and

place of such sale, and from time to time thereafter may further postpone such sale by public announcement made at the time of sale fixed by the preceding postponement.

(b) Upon the completion of any sale or sales made by the Trustee under or by virtue of this Article, the Trustee shall execute and deliver to the accepted purchaser or purchasers a good and sufficient instrument, or good and sufficient instruments, conveying, assigning and transferring all its estate, right, title and interest in and to the properties and rights sold. The Trustee and its successor or successors are hereby irrevocably appointed the true and lawful attorneys of the Company, in its name and stead or in the name of the Trustee to make all necessary conveyances, assignments, transfers and deliveries of the properties and rights so sold and for that purpose the Trustee may execute all necessary deeds, bills of sale and instruments of assignment and transfer, and may substitute one or more persons with like power, the Company hereby ratifying and confirming all that its said attorney or attorneys or such substitute or substitutes shall lawfully do by virtue hereof. Nevertheless, the Company, if so requested in writing by the Trustee, shall ratify and confirm any such sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be advisable, in the judgment of the Trustee, for the purpose, and as may be designated in such request. Any such sale or sales made under or by virtue of this Article, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of the Company in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against the Company, its successors and assigns, and against any and all persons claiming or who may claim the same, or any part thereof from, through or under the Company, its successors or assigns.

(c) The receipt of the Trustee for the purchase money paid as a result of any such sale shall be a sufficient discharge therefor to any purchaser of the property or any part thereof, sold as aforesaid; and no such purchaser or his representatives, grantees, transferees or assigns, after paying such purchase money and receiving such receipt,

shall be bound to see to the application of such purchase money upon or for any trust or purpose of this Indenture, or shall be answerable in any manner whatsoever for any loss, misapplication or non-application of any such purchase money or any part thereof, nor shall any such purchaser be bound to inquire as to the authorization, necessity, expediency or regularity of any such sale.

(d) In the event of any sale made under or by virtue of this Article (whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale), the entire principal of and interest on the Notes, if not previously due and payable, and all other sums required to be paid by the Company pursuant to this Indenture, immediately thereupon shall, anything in the Notes or in this Indenture to the contrary notwithstanding, become due and payable.

(e) The purchase money, proceeds or avails of any sale made under or by virtue of this Article, together with any other sums which then may be held by the Trustee under this Indenture as part of the Trust Estate or the proceeds thereof, whether under the provisions of this Article or otherwise, shall be applied as follows:

FIRST: To the payment of the costs and expenses of such sale, including reasonable compensation to the Trustee, its agents and counsel, and of any judicial proceeding wherein the same may be made, and of all expenses, liabilities and advances made or incurred by the Trustee under this Indenture, together with interest at a rate of 9% per annum on all advances made by the Trustee and all taxes or assessments, except any taxes, assessments or other charges, subject to which the Trust Estate shall have been sold. The Trustee hereby expressly waives its right to the amount, if any, fixed by law as compensation for such sale.

SECOND: To the payment of the whole amount then due, owing or unpaid upon the Notes for principal, premium, if any, and interest, with interest on the unpaid principal at the rate of 9% per annum from and after the happening of any Event of Default described in clause (a) of Section 8.01 from the due date of any such payment of principal until the same is paid; and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the Notes, then ratably according to the

aggregate of such principal, premium, if any, and the accrued and unpaid interest, without preference or priority as between principal or interest; such payment to be made upon presentation of the several Notes, and the marking thereon of the payment, if partially paid, or the surrender and cancellation thereof, if fully paid.

THIRD: To the payment of any other sums required to be paid by the Company pursuant to any provision of this Indenture or of the Notes.

FOURTH: To the payment of the surplus, if any, to whosoever may be lawfully entitled to receive the same.

(f) Upon any sale made under or by virtue of this Article, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, any purchaser shall be entitled to use and apply any of the Notes, and the amount of interest accrued thereon, for or in settlement or payment of the purchase price, or any part thereof, of the property purchased, by presenting such Notes in order that there may be credited thereon the sums payable out of the net proceeds of such sale to the holder of such Notes as his ratable share of such net proceeds, after the deduction of all costs, expenses, compensations and other charges to be paid therefrom as herein provided; and thereupon such purchaser shall be credited on account of such price payable by him, with the portion of such net proceeds that shall be applicable to the payment of, and that shall have been credited upon, the Notes so presented on account of principal and interest and other sums payable thereon; and if the portion so payable in respect of such Notes and interest and other sums payable thereon shall be less than the amount for which the Company may be liable thereon, then the receipt, endorsed thereon under the direction of any person authorized to receive payment of the purchase price, for the amount to be so allowed or credited thereon, shall constitute such partial payment and settlement and shall be conclusive proof of the amount thereof. At any such sale any holder of the Notes may bid for and purchase the property sold and may make payment therefor as aforesaid, and upon compliance with the terms of sale may hold, retain and dispose of such property without further accountability.

ANNEX A-1

{Form of 7% Series A Note and Trustee's  
Certificate of Authentication}

\$-----

ALLTANK EQUIPMENT CORP.

7% SERIES A NOTE

Due August 1, 1977

No. -----

New York, N. Y.

ALLTANK EQUIPMENT CORP., a Delaware corporation (the "Company"), for value received, hereby promises to pay to the order of

-----  
on or before August 1, 1977, as hereinafter provided, the principal sum of -----  
in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts, and to pay interest thereon in like coin or currency from the date of this Series A Note at the rate of 7% per annum to maturity. The principal of and interest on this Series A Note shall be payable in equal quarter-annual level payments, commencing November 1, 1972 and on the 1st day of each February, May and August thereafter to and including August 1, 1977, each in the amount of \$-----, except that the last such level payment shall be in an amount sufficient to discharge the accrued interest on, and the unpaid principal of, this Series A Note in full. Each such level payment, when paid, shall be applied first to the payment of interest accrued and unpaid on the unpaid principal of this Series A Note and the balance thereof to payment on account of principal hereof. The principal and interest on this Series A Note shall be payable upon presentation of this Series A Note at the corporate trust office of the Trustee hereinafter mentioned, or its successor as such Trustee, in the City of Boston and Commonwealth of Massachusetts, provided, that if the payee of this Series A Note (or the person for whom such payee is a nominee) shall have given the Trustee the notice provided in Section 1.02 of said Indenture, the

payments upon this Series A Note shall be made directly to such payee without presentation of this Series A Note, and any such payment so made shall be effective to discharge the obligation of the Company upon this Series A Note to the extent of such payment. The Company and the Trustee may deem and treat the payee of this Series A Note as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof, and interest hereon and for all purposes whatsoever, whether or not this Series A Note is overdue, and neither the Company nor the Trustee shall be affected by any notice to the contrary. In event of default in the payment, when due, of any said payment of interest or any said quarter-annual level payment or any part thereof for more than 5 days, or in the event of default in the payment, when due, of any other payment of principal of this Series A Note (whether at maturity or by acceleration or otherwise), the unpaid principal of this Series A Note and, to the extent permitted by law, any overdue interest, shall bear interest thereafter at the rate of nine per cent (9%) per annum until paid in full.

This Series A Note is one of the Company's 7% Series A Notes (the "Series A Notes"), which, together with the Company's 7.9% Series B Notes (together with the Series A Notes, the "Notes"), are and are to be issued pursuant to and equally and ratably secured by an Indenture of Mortgage and Deed of Trust (herein, as the same may from time to time be supplemented, called the "Indenture"), dated as of July 15, 1972, from the Company to The National Shawmut Bank of Boston as trustee (the "Trustee"), to which Indenture reference is hereby made for a description of the property thereby mortgaged, pledged and assigned, the nature and extent of the security for the Notes and the rights of the holders of the Notes, the Trustee and the Company in respect of such security and otherwise. As provided in the Indenture, the aggregate principal amount of the Notes which may at any one time be outstanding and secured by the Indenture is limited to \$16,324,673.

The principal of this Series A Note is subject to prepayment by the Company from time to time, in the manner and under the circumstances set forth in the Indenture, in whole or in part, upon written notice to the holder hereof, given as provided in the Indenture, at a price equal to 100% of the principal amount hereof to be prepaid plus accrued and unpaid interest thereon to the date fixed for prepayment.



(d) Any moneys thus collected by the Trustee under this Section shall be applied by the Trustee in accordance with the provisions of paragraph (e) of Section 8.02.

SECTION 8.04. After the happening of any Event of Default and immediately upon the commencement of any action, suit or other legal proceeding by the Trustee to obtain judgment for the principal of or interest on the Notes and other sums required to be paid by the Company pursuant to any provision of this Indenture, or of any other nature in aid of the enforcement of the Notes or of this Indenture, the Company will (a) waive the issuance and service of process and enter its voluntary appearance in such action, suit or proceeding, (b) consent to the entry of a judgment for such principal and interest and other sums, and for the lawful costs, expenses and compensation of the Trustee and of its agents or attorneys, and for such other relief as the Trustee may be entitled to hereunder, and (c) if required by the Trustee, consent to the appointment of a receiver or receivers of the Trust Estate and of all the earnings, revenues, rents, issues, profits and income thereof. After the happening of any Event of Default and during its continuance, or upon the filing of a bill in equity to foreclose this Indenture or to enforce the specific performance hereof or in aid thereof or upon the commencement of any other judicial proceeding to enforce any right of the Trustee or of the holders of the Notes, the Trustee shall be entitled, as a matter of right, if it shall so elect, without the giving of notice to any other party and without regard to the adequacy or inadequacy of the security of the Trust Estate, forthwith either before or after declaring the unpaid principal of the Notes to be due and payable, to the appointment of such a receiver or receivers. Any receiver or receivers so appointed shall have such powers as the court making the appointment shall confer, which may comprise any or all of the powers which the Trustee is authorized to exercise by the provisions of Subdivision II of Section 8.01, and shall have the right to incur such obligations and to issue such certificates therefor as the court shall authorize.

SECTION 8.05. Notwithstanding the appointment of any receiver, liquidator or trustee of the Company, or of any of its property, or of the Trust Estate or any part thereof, the Trustee shall be entitled to retain possession and control of all property now or hereafter pledged with or held by the Trustee under this Indenture.

SECTION 8.06. All rights of action under this Indenture or under any of the Notes may be enforced by the Trustee without the possession of any of the Notes and without the production thereof at any trial or other proceeding relative thereto. Any such suit or proceeding instituted by the Trustee shall be brought in its name as trustee and any recovery of judgment shall be, subject to the rights of the Trustee, for the ratable benefit of the holders of the Notes outstanding hereunder.

SECTION 8.07. The Trustee, upon the written request of the holders of 66 $\frac{2}{3}$ % in principal amount then outstanding of the Notes, shall waive any default hereunder and its consequences, except a default (i) in the payment or prepayment of the principal of the Notes when and as the same shall become due and payable, (ii) permitting the creation of any lien on the Trust Estate equal or prior to the lien of this Indenture or depriving the holder of any Note of a lien upon the Trust Estate, or (iii) in the due performance or observance of the covenants and obligations of the Company contained in Section 4.05, 4.10, 4.13 or 5.03. No waiver pursuant to this Section 8.07 shall be made unless, prior to such waiver, the Company shall have cured any default hereunder and shall have made provision satisfactory to the Trustee for the payment of all payments of the principal of and interest on the Notes and all other amounts which would then be due hereunder or upon the Notes if the default to be so waived had not happened, together with provision for the payment of all expenses of the Trustee in connection with such default and waiver, and interest at the rate of 9% per annum on the unpaid principal amount of the Notes. In case of any such waiver, or in case any proceeding taken on account of any such default shall have been discontinued or abandoned or determined adversely to the Trustee, then and in every such case, the Company, the Trustee and the holders of the Notes shall be restored to their former positions and rights hereunder respectively. No such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

SECTION 8.08. No remedy herein conferred upon or reserved to the Trustee or to the holders of the Notes is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute in the event of the occurrence of an Event of Default. No delay or omission of the Trustee, or of any holder of the Notes, to exercise any right

or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such Event of Default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or to the holders of the Notes may be exercised from time to time and as often as may be deemed expedient by the Trustee or by the holders of the Notes. Nothing in this Indenture or in the Notes contained shall affect the obligation of the Company to pay the principal of and interest on the Notes in the manner and at the time and place therein respectively expressed or shall affect the right of the respective holders of the Notes, by an action at law upon the promises to pay therein contained, to enforce such payment without reference to or without consent of either the Trustee or the holder of any other Notes.

SECTION 8.09. The Company will not at any time insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of any stay or extension or moratorium law, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Indenture; nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Trust Estate, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein contained or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted, by the United States of America or by any state or territory or otherwise, to redeem the property so sold or any part thereof; and the Company hereby expressly waives all benefit or advantage of any such law or laws, and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the Trustee, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted. The Company, for itself and all who may claim under it, waives to the extent that it lawfully may, all right to have the Trust Estate marshaled upon any foreclosure hereof.

SECTION 8.10. The holders of a majority in principal amount of the Notes from time to time outstanding shall have the right, by an instrument in writing delivered to the Trustee, to direct the time, method and place of conducting any proceeding for any remedy open

to the Trustee or of exercising any power or trust conferred upon the Trustee under this Indenture, subject to the provisions of Section 9.01 with respect to the furnishing of indemnity; provided, however, that such determination shall not be otherwise than in accordance with law and the provisions of this Indenture, and the Trustee, subject to the provisions of Section 9.01, shall have the right to decline to follow any such direction if the Trustee in good faith shall, by an officer of the Trustee, determine that the proceeding so directed would involve it in personal liability or would be unjustly prejudicial to the holders of Notes not joining in such direction. If no such instrument has been received from the holders of the Notes, the Trustee may proceed as it shall determine.

## ARTICLE IX

### CONCERNING THE TRUSTEE

SECTION 9.01. (a) The Trustee accepts the trust hereby created and agrees to perform the duties herein required of it to the best of its ability to the end that the interests of the holders of the Notes may be adequately and effectively protected. The Trustee shall have the full and complete right, power and authority at any and all times and from time to time, to do any and all things, not inconsistent with the express provisions of this Indenture, which it may deem advisable, in order to enforce the provisions of this Indenture or to take any action with respect to an Event of Default, or to institute, appear in or defend any suit or other proceeding with respect thereto, or to protect the interests of the holders of the Notes. The Trustee shall not be answerable or accountable under any circumstances, except for its own bad faith, wilful misconduct or gross negligence and the Company agrees to indemnify and save harmless the Trustee against and from any liability and damages which it may incur or sustain, in good faith and without negligence, in the exercise and performance of any of its powers and duties hereunder; nor shall the Trustee be accountable for the use by others of any Notes issued by the Company. The Trustee shall be under no obligation to take any action to protect, preserve or enforce any rights or interests in the Trust Estate towards the execution or enforcement of the trusts hereby created or otherwise hereunder, whether on its own motion or on the request of any other person which, in its opinion, shall be likely to involve expense or liability, unless one or more of the holders of the Notes, from time to time,

shall offer and furnish reasonable indemnity against liability and expense to the Trustee. The Trustee or any successor to the Trustee hereafter appointed, in its individual or any other capacity, may become the payee, holder or pledgee of Notes, with the same rights which it would have if it were not the Trustee hereunder.

(b) The Trustee shall receive compensation at the rates heretofore agreed with the Company for all services rendered by it under this Indenture prior to an Event of Default in collecting and disbursing rents and other money payable pursuant to the Assigned Lease, issuing checks for, or performing the services incidental to the making of, the interest payments and principal payments on the Notes and pre-paying Notes. The Trustee shall be entitled to receive reasonable compensation for any services, other than those specifically set forth above, which it may render under this Indenture prior to an Event of Default and to be reimbursed for all proper disbursements incurred by it under this Indenture prior to an Event of Default, provided that no commissions shall be paid for the collection of rents and other moneys under the Assigned Lease or for disbursing such rents and other moneys pursuant to the terms hereof.

(c) The Trustee shall be entitled to reasonable compensation for its services and reimbursement for all proper disbursements of every sort and nature incurred by it in taking any action upon the happening of an Event of Default, or in instituting, appearing in or in defending any suit or proceeding with respect thereto. For such compensation and reimbursement for proper disbursements, the compensation and reimbursement for proper disbursements referred to in paragraph (b) above and the indemnity referred to in paragraph (a) above, the Trustee shall be secured under this Indenture prior to the Notes.

(d) The Trustee shall incur no liability to anyone in acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond or other document or paper reasonably believed by it to be genuine. In the administration of the trusts of this Indenture, the Trustee may execute any of the trusts or powers hereof directly or through its agents or attorneys and may, at the expense of the Company, advise with counsel (who may be counsel to the Company), appraisers, engineers, accountants and other skilled persons to be selected and employed by it and the reasonable expenses

therefor shall be paid by the Company, and the Trustee shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the opinion of any such counsel, appraisers, engineers, accountants or other skilled persons.

(e) The recitals and statements in this Indenture and in the Notes contained shall be taken as statements by the Company alone, and shall not be considered as made by, or as imposing any obligation or liability upon, the Trustee, nor shall the Trustee be held responsible for the legality or validity of this Indenture or of the Notes (except for the Trustee's certificate of authentication thereon), or of the Assigned Lease or of the separate instrument of Assignment thereof or of any supplemental indenture or any instrument of further assurance. In executing this Indenture the Trustee makes no covenant or representation respecting the rights of the holders of any of the Notes, or the title or interest of the Company in or to the Trust Estate or the condition of the Trust Estate, or the sufficiency of the security for the Notes afforded by the Trust Estate.

(f) Whenever, in the administration of the trusts of this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate purporting to be signed by an Executive Officer of the Company and delivered to the Trustee, and such certificate shall be full warrant to the Trustee or any other person for any action taken, suffered or omitted by it or him on the faith thereof, but in its discretion the Trustee or such other person may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as to it may seem reasonable.

(g) It shall be no part of the duty of the Trustee to see to any recording, filing or registration of this Indenture or of any supplemental indenture or instrument of further assurance or to the payment of any fees, charges or taxes in connection therewith (and the Trustee may act with respect to the Notes and, except as otherwise expressly provided herein, pay out deposited moneys without regard thereto) or to give any notice thereof or to effect or renew any insurance or to see to the collection or application of any insurance

moneys or to inquire into or see that the properties of the Company are adequately or properly insured, or to see to the payment of or be under any duty in respect of any tax or assessment or other governmental charge which may be levied or assessed on the Trust Estate or any part thereof, or against the Company. The Trustee shall be under no obligation to see to the payment or discharge of any lien (other than the lien hereof, and then only to the extent herein provided) upon the Trust Estate, or to see to the payment of the principal or interest of any obligation secured by any such lien or to the delivery or transfer to it of any property released from any such lien, or to give notice to or make demand upon any mortgagor, mortgagee or other person for the delivery of any of such property.

(h) The Trustee shall not be under any duty to check or verify any financial or other statements or reports furnished pursuant to any provision hereof or any certificates furnished in connection with the issuance or transfer of Notes or the payment of deposited moneys, or to check, verify or compare any of such reports with any other of such statements or reports previously or subsequently furnished, and shall be under no other duty in respect of the same, except to file the same, and permit the inspection of the same at reasonable times by the holder of any Note.

(i) The Trustee shall not be concerned with or accountable to anyone for the use or application of any deposited moneys which shall be released or withdrawn in accordance with the provisions of this Indenture or of any property or securities or the proceeds thereof which shall be released from the lien hereof in accordance with the provisions of this Indenture.

(j) In accepting the assignment and transfer to it of the Trust Estate, whether property, franchises, rights, securities, leases, contracts, licenses, permits, or whatever it may be, and whether under this Indenture or some indenture supplemental hereto, the Trustee acts solely as trustee hereunder and not in its individual capacity, and all persons, other than the Company and the holders of Notes secured hereby, having any claim against the Trustee arising by reason of such assignment or transfer, shall look only to the Trust Estate for payment or satisfaction thereof.

(k) The Trustee shall not be required to ascertain or inquire as to the performance or observance of any of the covenants or agreements herein or in any other contracts or securities assigned to or pledged with the Trustee hereunder contained to be performed or observed by the Company or any party to any such contracts or securities. The Trustee shall not be required to take notice or be deemed to have notice or knowledge of any default or Event of Default (except default in the payment of moneys to the Trustee which the Company is required to pay to the Trustee on or before a specified date or within a specified time after receipt by the Trustee of a notice or certificate which was in fact received and except default in the delivery of any certificate or opinion expressly required to be delivered to the Trustee by any provision hereof), unless the Trustee shall receive from the Company or the holder of an outstanding Note written notice stating that an Event of Default hereunder has occurred and specifying the same, and in the absence of such notice, the Trustee may conclusively assume that there is no such default and no Event of Default, except as aforesaid. Every provision contained in this Indenture or in any such contract or security wherein it is provided that the duty of the Trustee to take action or omit to take action or to permit the Company or any party to any such contract or security to do any act or thing depends on the occurrence and continuance of such a default or an Event of Default shall be subject to the provisions of this paragraph.

SECTION 9.02. The Trustee, or any successor to the Trustee hereafter appointed, may resign and may be discharged of the trusts created by this Indenture, by giving written notice to the Company and by mail, first class postage prepaid, to each holder of Notes of such resignation, specifying the date (which shall be not less than 60 calendar days after the date of mailing such notice) when such resignation shall take effect. Such resignation shall take effect on the date so specified unless previously a successor trustee shall have been appointed by the holders of a majority in principal amount then outstanding of the Notes as provided in Section 9.03, in which event such resignation shall take effect immediately upon the appointment of such successor. The Trustee or any such successor hereafter appointed may be removed at any time by an instrument or instruments signed by the holders of a majority in principal amount then outstanding of the Notes, or by their attorneys in fact thereunto duly authorized.



SECTION 9.03. (a) In case at any time the Trustee or any successor to the Trustee hereafter appointed shall resign or be removed or otherwise become incapable of acting, or if the Trustee or any such successor trustee shall be taken under the control of any public officer or officers or of a receiver appointed by a court, then (except as hereinafter provided), a successor or successors may be appointed by the holders of a majority in principal amount then outstanding of the Notes, by an instrument or concurrent instruments signed by such holders or by their attorneys in fact thereunto duly authorized; provided, however, that the Company, by an instrument executed by order of the Board of Directors, may appoint a successor trustee to act until a successor trustee shall be appointed by the holders of the Notes as herein authorized. After any such appointment by the Company, it shall give written notice thereof by mail to each holder of the Notes; but any new trustee so appointed by the Company shall immediately and without further act be superseded by a Trustee appointed by the holders of the Notes as above provided.

(b) Any successor to the Trustee shall execute, acknowledge and deliver to its predecessor trustee, and to the Company, an instrument accepting such appointment hereunder, and thereupon such successor trustee, without any further act, deed or conveyance, shall become vested with all the estates, properties, rights, powers, duties and trusts of its predecessor in the trust hereunder with like effect as if originally named as trustee herein; but nevertheless on the written request of the Company or of the successor trustee, the retiring trustee shall execute and deliver an instrument transferring to such successor trustee, upon the trusts herein expressed, all the estates, properties, rights, powers and trusts of the trustee so retiring, and shall duly assign, transfer, deliver and pay over to the successor trustee any property and moneys subject to the lien of this Indenture and held by such retiring trustee. Should any bill of sale, conveyance or instrument in writing from the Company be required by any successor trustee for more fully and certainly vesting in and confirming to such successor trustee such estates, properties, rights, powers and trusts, then on request any and all such bills of sale, conveyances and instruments in writing shall be made, executed, acknowledged and delivered by the Company.

(c) Any successor to the Trustee shall always be a bank or trust company having a combined capital, surplus and undivided profits of at least \$50,000,000, and a principal office in the Borough of Manhattan,

City and State of New York, and duly authorized to act as a trustee therein, if there shall be such a bank or trust company willing and legally qualified to accept and perform the trusts and duties mentioned herein upon reasonable or customary terms.

(d) Any corporation into which the Trustee, or any successor to it in the trusts created by this Indenture, may be merged or with which it, or any successor to it, may be consolidated, or any corporation resulting from any merger or consolidation to which the Trustee or any such successor shall be a party, shall be the successor to the Trustee under this Indenture without the execution or filing of any paper or any further act on the part of either of the parties hereto, anything herein to the contrary notwithstanding.

SECTION 9.04. No trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder.

SECTION 9.05. All moneys received by the Trustee under or pursuant to any provision of this Indenture shall be held in trust for the purposes for which they were paid, but except as otherwise provided for herein need not be segregated in any manner from any other moneys except to the extent required by law, and may be deposited by the Trustee under such general conditions as may be prescribed by law in the general banking department of the Trustee, and the Trustee shall not be liable for any interest thereon except such as it may agree to pay.

SECTION 9.06. No provision of this Indenture or of any supplemental indenture shall be deemed to impose any duty or obligation on the Trustee to perform any act or acts in the execution of the trusts hereby created or exercise any right, power, duty or obligation conferred or imposed on it, in any jurisdiction in which under any present or future law it shall be illegal, or in which the Trustee shall be unqualified or incompetent, to perform any such act or acts or to exercise any such right, power, duty or obligation or if such performance or exercise would constitute doing business by the Trustee in such jurisdiction.

## ARTICLE X

### SUPPLEMENTAL INDENTURES

SECTION 10.01. Without the consent of the holders of the Notes, the Company, when authorized by resolution of its Board of Directors,

SECTION 12.02. Any request, demand, direction, consent, notice, approval, waiver, or other instrument, which this Indenture may require or permit to be signed and executed by any holder of any of the Notes, shall be in writing and shall be signed or executed by such holder in person, by attorney appointed in writing by such holder, or by any person (for whom such holder is a nominee) which has entered into an agreement with the Company of the character referred to in Section 1.02 and has filed such agreement with the Trustee. Proof of the execution of any such request or other instrument, or of a writing appointing any such attorney, shall be sufficient for any purpose of this Indenture if the fact and date of the execution by any person of such request or other instrument or writing be proved by the certificate of a notary public, or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution. Any request, demand, direction, consent, notice, approval, waiver or other instrument or action by the holder of any Note shall bind every future holder of the same Note and the holder of every Note issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Company pursuant to such request, demand, direction, consent, notice, approval, waiver or other action.

SECTION 12.03. Nothing in this Indenture expressed or implied is intended or shall be construed to give to any person other than the Company, the Trustee and the holders of the Notes any legal or equitable right, remedy or claim under or in respect of this Indenture or any covenant, condition or provision therein or herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Company, the Trustee, and the holders of the Notes.

SECTION 12.04. Whenever in this Indenture provision is made for the cancellation by the Trustee and the delivery to the Company of any Notes, the Trustee may, upon the written request of the Company, in lieu of such cancellation and delivery, cremate such Notes and deliver a certificate of such cremation to the Company.

SECTION 12.05. In case any one or more of the provisions contained in this Indenture or in the Notes shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Indenture, but this Indenture shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

SECTION 12.06. Any notice to the holders of Notes shall be in writing. Any notice to or demand upon the Trustee shall be in writing and may be given or presented, and such demand may be made, at the Corporate Trust and Agency Office of the Trustee. Any notice to or demand upon the Company shall be in writing and shall be deemed to have been sufficiently given or served for all purposes by being mailed, postage prepaid, to the Company, at its office in care of Hubbard, Westervelt & Mottelay, Inc., 60 East 42nd Street, New York, New York 10017 or at such other address as may be filed in writing by the Company with the Trustee. Whenever, pursuant to the provisions of this Indenture, notice in writing is required to be given or sent to the holders of Notes, such requirement shall be satisfied if such notice be given or sent, in the manner prescribed, to the holders of Notes, at the addresses, last known to the Trustee, of such holders.

SECTION 12.07. Whenever in this Indenture the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person or persons entitled to receive such notice.

SECTION 12.08. No provision of this Indenture or of the Notes shall require the payment or permit the collection of interest in excess of the maximum permitted by law. If any excess of interest in such respect is herein or in the Notes provided for, or shall be adjudicated to be so provided for herein or in the Notes, neither the Company nor its successors or assigns shall be obligated to pay such interest in excess of the amount permitted by law, and the right to demand the payment of any such excess shall be and hereby is waived and this provision shall control any other provision of this Indenture.

SECTION 12.09. This Indenture may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts shall together constitute but one and the same Indenture.

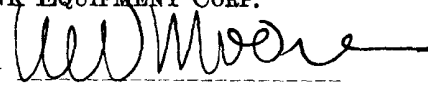
SECTION 12.10. This Indenture and each of the Notes issued hereunder shall be deemed to be contracts made under the law of the State of New York and shall for all purposes be governed by the law of said State.

IN WITNESS WHEREOF, the parties hereto have caused this Indenture of Mortgage and Deed of Trust to be duly executed by their respective officers thereunto duly authorized, as of the day and year first written above.

ALLTANK EQUIPMENT CORP.

[SEAL]

By



Vice President

Attest:



Secretary

THE NATIONAL SHAWMUT BANK  
OF BOSTON

[SEAL]

By



Vice President

Attest:



Assistant Secretary

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:

On the 28<sup>th</sup> day of July, 1972, before me personally came Joe Moore, to me known, who, being by me duly sworn, did depose and say that he resides at 77 Kissinger Rd., Bellerose NY; that he is a Vice President of ALLTANK EQUIPMENT CORP., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the directors of said corporation; and that he signed his name thereto by like order.

Joy Mastromauro  
Notary Public

JOY MASTROMAURO  
Notary Public, State of New York  
No. 41-7757605  
Qualified in Queens County  
Commission Expires March 30, 1974

COMMONWEALTH OF MASSACHUSETTS }  
COUNTY OF SUFFOLK } ss.:

On this 27<sup>th</sup> day of July, 1972 before me, James J. Quigley,  
a notary public in and for the Commonwealth, personally in said  
County and Commonwealth appeared E. W. White  
and BERNARD C. WELCH, to me personally known to be a Vice  
President and an Assistant Secretary, respectively, of THE NATIONAL  
SHAWMUT BANK OF BOSTON, a national banking association, one of the  
parties named in and executing the foregoing instrument, who produced  
said instrument to me in said County and Commonwealth aforesaid  
and who, by me being duly sworn, did severally depose, say and act,  
on their several oaths, in said County and Commonwealth aforesaid,  
that said corporation executed said instrument; that they know the seal  
of said corporation; that the affixed seal to said instrument is the cor-  
porate seal of said corporation; that they, being informed of the con-  
tents of said instrument, signed and sealed said instrument and that  
they executed the same in the name and on behalf of said corporation  
by order, authority and resolution of its Board of Directors and that  
they signed their names thereto by like order; that they executed the  
same as, and said instrument is, their free and voluntary act and deed  
and the free and voluntary act and deed of said corporation for the  
consideration, uses and purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my  
official seal in the County and Commonwealth aforesaid on the day and  
year above written.

  
Notary Public

**JAMES J. QUIGLEY**  
My Commission Expires Feb. 11, 1977

ANNEX A-1

{Form of 7% Series A Note and Trustee's  
Certificate of Authentication}

\$-----

ALLTANK EQUIPMENT CORP.

7% SERIES A NOTE

Due August 1, 1977

No. -----

New York, N. Y.

ALLTANK EQUIPMENT CORP., a Delaware corporation (the "Company"), for value received, hereby promises to pay to the order of

-----  
on or before August 1, 1977, as hereinafter provided, the principal sum of -----  
in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts, and to pay interest thereon in like coin or currency from the date of this Series A Note at the rate of 7% per annum to maturity. The principal of and interest on this Series A Note shall be payable in equal quarter-annual level payments, commencing November 1, 1972 and on the 1st day of each February, May and August thereafter to and including August 1, 1977, each in the amount of \$-----, except that the last such level payment shall be in an amount sufficient to discharge the accrued interest on, and the unpaid principal of, this Series A Note in full. Each such level payment, when paid, shall be applied first to the payment of interest accrued and unpaid on the unpaid principal of this Series A Note and the balance thereof to payment on account of principal hereof. The principal and interest on this Series A Note shall be payable upon presentation of this Series A Note at the corporate trust office of the Trustee hereinafter mentioned, or its successor as such Trustee, in the City of Boston and Commonwealth of Massachusetts, provided, that if the payee of this Series A Note (or the person for whom such payee is a nominee) shall have given the Trustee the notice provided in Section 1.02 of said Indenture, the



payments upon this Series A Note shall be made directly to such payee without presentation of this Series A Note, and any such payment so made shall be effective to discharge the obligation of the Company upon this Series A Note to the extent of such payment. The Company and the Trustee may deem and treat the payee of this Series A Note as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof, and interest hereon and for all purposes whatsoever, whether or not this Series A Note is overdue, and neither the Company nor the Trustee shall be affected by any notice to the contrary. In event of default in the payment, when due, of any said payment of interest or any said quarter-annual level payment or any part thereof for more than 5 days, or in the event of default in the payment, when due, of any other payment of principal of this Series A Note (whether at maturity or by acceleration or otherwise), the unpaid principal of this Series A Note and, to the extent permitted by law, any overdue interest, shall bear interest thereafter at the rate of nine per cent (9%) per annum until paid in full.

This Series A Note is one of the Company's 7% Series A Notes (the "Series A Notes"), which, together with the Company's 7.9% Series B Notes (together with the Series A Notes, the "Notes"), are and are to be issued pursuant to and equally and ratably secured by an Indenture of Mortgage and Deed of Trust (herein, as the same may from time to time be supplemented, called the "Indenture"), dated as of July 15, 1972, from the Company to The National Shawmut Bank of Boston as trustee (the "Trustee"), to which Indenture reference is hereby made for a description of the property thereby mortgaged, pledged and assigned, the nature and extent of the security for the Notes and the rights of the holders of the Notes, the Trustee and the Company in respect of such security and otherwise. As provided in the Indenture, the aggregate principal amount of the Notes which may at any one time be outstanding and secured by the Indenture is limited to \$16,324,673.

The principal of this Series A Note is subject to prepayment by the Company from time to time, in the manner and under the circumstances set forth in the Indenture, in whole or in part, upon written notice to the holder hereof, given as provided in the Indenture, at a price equal to 100% of the principal amount hereof to be prepaid plus accrued and unpaid interest thereon to the date fixed for prepayment.

Upon the occurrence of an Event of Default specified in the Indenture, the principal hereof and the interest accrued and unpaid hereon may be declared to be forthwith due and payable as provided in the Indenture.

Should the indebtedness represented by this Series A Note or any part thereof be collected at law or in equity, or in bankruptcy, receivership or other court proceeding, or this Series A Note be placed in the hands of attorneys for collection after default, the Company agrees to pay, in addition to the principal and interest due and payable hereon, reasonable attorneys' and collection fees.

This Series A Note shall be deemed to be a contract made under the law of the State of New York and it and all rights hereunder shall for all purposes be governed by the law of said State.

This Series A Note shall not be valid until the certificate of authentication hereon shall have been signed by the Trustee or its successor as Trustee under the Indenture.

IN WITNESS WHEREOF, the Company has caused this 7% Series A Note to be duly executed and its corporate seal to be hereunto affixed.

ALLTANK EQUIPMENT CORP.

Dated: August 1, 1972

By \_\_\_\_\_

Attest:

*President*

\_\_\_\_\_  
*Secretary*

[TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This Series A Note is one of the Series A Notes described in the within-mentioned Indenture.

THE NATIONAL SHAMUT BANK OF  
BOSTON, *as Trustee*

By \_\_\_\_\_

*Authorized Officer*

ANNEX A-2

[Form of 7.9% Series B Note and Trustee's  
Certificate of Authentication]

\$-----

ALLTANK EQUIPMENT CORP.

7.9% SERIES B NOTE

Due August 1, 1992

No. -----

New York, N. Y.

ALLTANK EQUIPMENT CORP., a Delaware corporation (the "Company"), for value received, hereby promises to pay to the order of

-----  
on or before August 1, 1992, as hereinafter provided, the principal sum of -----

in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts, and to pay interest thereon in like coin or currency from the date of this Series B Note at the rate of 7.9% per annum to maturity. Interest only on this Series B Note shall be payable on November 1, 1972 and on the 1st day of each February, May, and August thereafter to and including August 1, 1977 and thereafter the principal of and interest on this Series B Note shall be payable in equal quarter-annual level payments, commencing November 1, 1977 and on the 1st day of each February, May and August thereafter to and including August 1, 1992, each in the amount of \$-----, except that the last such level payment shall be in an amount sufficient to discharge the accrued interest on, and the unpaid principal of, this Series B Note in full. Each such level payment, when paid, shall be applied first to the payment of interest accrued and unpaid on the unpaid principal of this Series B Note and the balance thereof to payment on account of principal hereof.

The principal, premium thereon, if any, and interest on this Series B Note shall be payable upon presentation of this Series B Note at the corporate trust office of the Trustee hereinafter mentioned, or its successor as such Trustee, in the City of Boston and Commonwealth of Massachusetts, provided, that if the payee of this Series B Note (or the person for whom such payee is a nominee) shall have given

the Trustee the notice provided in Section 1.02 of said Indenture, the payments upon this Series B Note shall be made directly to such payee without presentation of this Series B Note, and any such payment so made shall be effective to discharge the obligation of the Company upon this Series B Note to the extent of such payment. The Company and the Trustee may deem and treat the payee of this Series B Note as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof, premium, if any, and interest hereon and for all purposes whatsoever, whether or not this Series B Note is overdue, and neither the Company nor the Trustee shall be affected by any notice to the contrary. In event of default in the payment, when due, of any said payment of interest or any said quarter-annual level payment or any part thereof for more than 5 days, or in the event of default in the payment, when due, of any other payment of principal of this Series B Note (whether at maturity or by acceleration or otherwise), the unpaid principal of this Series B Note and, to the extent permitted by law, any overdue interest, shall bear interest thereafter at the rate of nine per cent (9%) per annum until paid in full.

This Series B Note is one of the Company's 7.9% Series B Notes (the "Series B Notes"), which, together with the Company's 7% Series A Notes (together with the Series B Notes, the "Notes"), are and are to be issued pursuant to and equally and ratably secured by an Indenture of Mortgage and Deed of Trust (herein, as the same may from time to time be supplemented, called the "Indenture"), dated as of July 15, 1972, from the Company to The National Shawmut Bank of Boston as trustee (the "Trustee"), to which Indenture reference is hereby made for a description of the property thereby mortgaged, pledged and assigned, the nature and extent of the security for the Notes and the rights of the holders of the Notes, the Trustee and the Company in respect of such security and otherwise. As provided in the Indenture, the aggregate principal amount of the Notes which may at any one time be outstanding and secured by the Indenture is limited to \$16,324,673.

The principal of this Series B Note is subject to prepayment by the Company from time to time, in the manner and under the circumstances set forth in the Indenture, in whole or in part, upon written notice to the holder hereof, given as provided in the Indenture, at a price equal to 100% of the principal amount hereof to be prepaid plus

accrued and unpaid interest thereon to the date fixed for prepayment, together with the premium, if any, provided for in the Indenture in connection with such prepayment.

Upon the occurrence of an Event of Default specified in the Indenture, the principal hereof and the interest accrued and unpaid hereon may be declared to be forthwith due and payable as provided in the Indenture.

Should the indebtedness represented by this Series B Note or any part thereof be collected at law or in equity, or in bankruptcy, receivership or other court proceeding, or this Series B Note be placed in the hands of attorneys for collection after default, the Company agrees to pay, in addition to the principal, premium, if any, and interest due and payable hereon, reasonable attorneys' and collection fees.

This Series B Note shall be deemed to be a contract made under the law of the State of New York and it and all rights hereunder shall for all purposes be governed by the law of said State.

This Series B Note shall not be valid until the certificate of authentication hereon shall have been signed by the Trustee or its successor as Trustee under the Indenture.

IN WITNESS WHEREOF, the Company has caused this 7.9% Series B Note to be duly executed and its corporate seal to be hereunto affixed.

ALLTANK EQUIPMENT CORP.

Dated: August 1, 1972

By \_\_\_\_\_

Attest:

*President*

\_\_\_\_\_  
*Secretary*

[TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This Series B Note is one of the Series B Notes described in the within-mentioned Indenture.

THE NATIONAL SHAWMUT BANK  
OF BOSTON, *as Trustee*

By \_\_\_\_\_

*Authorized Officer*

## RAILROAD EQUIPMENT LEASE AND AGREEMENT

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## RAILROAD EQUIPMENT LEASE AND AGREEMENT

THIS LEASE AND AGREEMENT, dated as of July 15, 1972, between ALLTANK EQUIPMENT CORP., a Delaware corporation ("Lessor"), having an address in care of Hubbard, Westervelt & Mottelay, Inc., 60 East 42nd Street, New York, New York 10017, and ALLIED CHEMICAL CORPORATION, a New York corporation ("Lessee"), with a principal office at Columbia Road and Park Avenue, Morris Township, New Jersey and post office address at P. O. Box 1219R, Morristown, New Jersey 07960.

WHEREAS, Lessor, Lessee and the institutions named in Exhibit A to the Note Purchase Agreement, dated as of July 15, 1972, have entered into said Note Purchase Agreement (the "Note Purchase Agreement") in order to finance the acquisition by Lessor of the Cars referred to below; and

WHEREAS, the Note Purchase Agreement provides, among other things, for the issuance of Series A Notes and Series B Notes (collectively, the "Notes") pursuant to an Indenture of Mortgage and Deed of Trust (the "Indenture") from Lessor to The National Shawmut Bank of Boston, as Trustee (herein, with any successor as Trustee under the Indenture, called the "Trustee"), the Notes to be secured by a first mortgage on said Cars (subject to Allied's rights under this Lease) and an assignment of this Lease;

NOW, THEREFORE, Lessor, for and in consideration of the payments hereinafter stipulated to be made by Lessee, and the covenants and agreements hereinafter contained to be kept and performed by Lessee, does by these presents hereby lease to Lessee the railroad cars listed and described in Schedule A attached hereto and made a part hereof (the "Cars").

1. *Title.* Title to the Cars shall at all times remain in Lessor and at no time shall title become vested in Lessee, except as otherwise expressly provided in this Lease. This is a contract of lease only, and Lessee shall acquire no right, title or interest in or to the Cars, other than the right to use the same under the terms and conditions hereof.

2. *Delivery.* Lessee acknowledges delivery of the Cars to it as Lessee and its acceptance and possession hereunder. Lessee has exam-



ined and is familiar with Lessor's title to the Cars and has found the same to be satisfactory for all purposes hereunder. Lessor makes no warranty or representation whatsoever, express or implied, in respect of the Cars, either as to their fitness for use, design or condition, as to quality of the material or workmanship therein, or as to Lessor's title thereto or otherwise, it being agreed that all such risks are to be borne by Lessee. Lessor hereby irrevocably appoints and constitutes Lessee its agent and attorney-in-fact for and in its name and behalf and for the account of Lessee to make and enforce, from time to time, at Lessee's sole cost and expense, whatever claim or claims Lessor may have against the seller or the manufacturer of the Cars under any warranty, express or implied, in respect thereof.

3. *Term.* (A) *Basic Term.* Subject to the terms and provisions herein contained, this Lease shall be and remain in full force and effect for a basic term (the "Basic Term") commencing on the date of execution and delivery hereof (which shall be the same as the Closing Date described in the Note Purchase Agreement and is herein called the "Commencement Date") and ending at midnight on the twentieth anniversary of the Commencement Date.

(B) *Extended Term.* Lessor hereby grants to Lessee the right to extend the term of this Lease beyond the Basic Term for three successive periods of five years each (any such period being herein called an "Extended Term"), upon all of the terms and conditions set forth in this Lease, except that during any Extended Term, the Extended Term Rent (as defined in Section 4) shall be as set forth in Section 4 and except that the number of Extended Terms permitted hereunder shall be reduced by one upon each such extension so that the entire term of this Lease as so extended shall in no event extend beyond the thirty-fifth anniversary of the Commencement Date. Lessee shall exercise its right to extend the term of this Lease by delivering written notice of such extension to Lessor not less than 30 days prior to the expiration of the term of this Lease then in force; provided, however, that the time for the delivery of such notice by Lessee shall be extended for 30 days unless Lessor notifies Lessee within 120 days prior to the expiration of the term of this Lease then in force of the existence of the right to extend the term hereof, as provided in this Section 3(B). Lessor reserves to itself, in addition to the other rights

and remedies herein expressed or which are or may hereafter be conferred upon Lessor by law, the right to terminate this Lease and the leasehold estate hereby granted as provided in Section 21.

4. *Rent.* (A) *Basic Rent and Extended Term Rent.* Lessee shall pay to Lessor, without notice or demand, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, at the Trust Department of The National Shawmut Bank of Boston, 40 Water Street, Boston, Massachusetts 02109, or at such place or to such agent as Lessor from time to time may designate, the net basic rental (herein called the "Basic Rent" during the Basic Term and "Extended Term Rent" during any Extended Term). The Basic Rent for each Car shall be payable in 80 consecutive quarter-annual installments, each in an amount equal to 2.49051518% of the Lessor's Cost of such Car as listed in Schedule A ("Lessor's Cost"), commencing on the date which is three months after the Commencement Date (the dates on which installments of Basic Rent are payable are herein called "Basic Rent Payment Dates"); provided, however, that each installment of Basic Rent shall be at least equal to the aggregate amount of interest and principal payable on the Notes on the Basic Rent Payment Date on which such installment of Basic Rent is due. Extended Term Rent for each Car shall be payable in consecutive quarter-annual installments, each in an amount equal to 1/10 of 1% of the Lessor's Cost of such Car, commencing on the date which is three months after the beginning of any Extended Term and ending on the last day of such Extended Term (the dates on which installments of Extended Term Rent are payable are herein called "Extended Term Rent Payment Dates" and, together with the Basic Rent Payment Dates, the "Rent Payment Dates").

(B) *Additional Rent.* Lessee will also pay, as additional rent, all other amounts, liabilities and obligations which Lessee herein assumes or agrees to pay, except that amounts payable as the purchase price for any or all of the Cars pursuant to any provision of this Lease and the amounts payable as liquidated damages referred to in Section 21 hereof shall not constitute additional rent. In the event of any failure on the part of Lessee to pay any of the same, Lessor shall have all rights, powers and remedies provided for herein or by law or equity

or otherwise in the case of nonpayment of the Basic Rent and Extended Term Rent. Lessee will also pay Lessor, on demand, as additional rent, interest at the rate of 9% per annum on all overdue installments of Basic Rent and Extended Term Rent from the due date thereof until payment.

(C) *No Set-Off.* Lessee shall pay Basic Rent, Extended Term Rent and additional rent without notice, demand, set-off, counterclaim, deduction, defense, abatement, suspension, deferment, diminution or reduction and, except as otherwise expressly provided in Sections 14, 15 and 16 of this Lease, Lessee shall have no right to terminate this Lease or to be released, relieved or discharged from any obligations or liabilities hereunder for any reason whatsoever, including, without limitation: (i) any damage to, destruction, theft or loss of the Cars; (ii) any limitation, restriction, deprivation or prevention of, or any interference with, any use of the Cars; (iii) any confiscation, requisition or taking of the Cars by any governmental authority; (iv) any action, omission or breach on the part of Lessor, the Trustee or the holder of any Note under this Lease or under any other agreement at the time existing between the Lessee, the Lessor, the Trustee or such holder; (v) the breach of any warranty of the seller or the manufacturer of the Cars; (vi) any defect in Lessor's title to the Cars; (vii) any claim as a result of any other business dealings of Lessor, the Trustee, such holder or Lessee; or (viii) any insolvency, bankruptcy, liquidation, reorganization, readjustment, composition, dissolution, winding up or similar proceeding involving or affecting Lessor, the Trustee or such holder or any action with respect to this Lease which may be taken by any trustee or receiver of Lessor, the Trustee or such holder or by any court in any such proceeding; and Lessee hereby covenants and agrees that it will remain obligated under this Lease in accordance with its terms, and that it will not take any action to terminate the term of this Lease (except as expressly provided in Sections 14, 15 and 16), terminate this Lease, rescind or avoid this Lease, notwithstanding any of the foregoing. All payments by Lessee hereunder shall be final, and Lessee will not seek to recover any such payment or any part thereof for any reason whatsoever. Lessee waives all rights now or hereafter conferred by statute or otherwise (i) to quit, terminate or surrender this Lease, or (ii) to any abatement, suspension, deferment, diminution or reduction of Basic Rent, Extended Term Rent or additional rent, on account of any such occurrence or otherwise.

5. *Mileage Allowances.* Lessee shall receive, in so far as applicable law and regulations allow, all mileage allowances, rentals and/or other compensation payable by carriers by reason of the use of the Cars (hereinafter called "Mileage"), and it is understood and agreed that if for any reason Lessor receives any Mileage, then (unless an event of default specified in Section 21 shall have occurred and be continuing) Lessor shall promptly remit such Mileage to Lessee.

6. *Identifying Legend.* Lessee shall cause to be plainly, distinctly, permanently and conspicuously stencilled upon each side of each Car the following words in letters not less than one inch in height:

"ALLTANK EQUIPMENT CORP., AS OWNER, LESSOR

THE NATIONAL SHAWMUT BANK OF BOSTON, AS TRUSTEE,  
MORTGAGEE AND ASSIGNEE".

If during the continuance of this Lease any of such words shall at any time be defaced or destroyed on any Car, Lessee shall immediately cause such defaced or destroyed words to be restored or replaced. Lessee shall not allow the name of any person, firm, corporation or entity to be placed on any of the Cars as a designation which might be interpreted as indicating a claim of ownership thereof by any person, firm, corporation or entity other than Lessor; but Lessee may letter the Cars with the names or initials or other insignia now or hereafter customarily used by Lessee on its railroad cars of the same or a similar type.

7. *Numbering.* Lessee has, prior to the Commencement Date, caused the identifying symbol GCX to be placed on, and one of Lessee's car numbers to be assigned to and placed on, each side of each such Car, such car numbers being as set forth in Schedule A hereof, and at all times after the Commencement Date Lessee will cause each Car subject to this Lease to bear on each side thereof such identifying symbol and the car number so assigned to it.

Lessee shall use its best efforts to cause the identifying legend required by Section 6 to be placed upon at least 60% in number of the Cars not later than six months after the Commencement Date and will cause all Cars to be so identified not later than one year after the Commencement Date. Lessee will furnish to Lessor (i) not later than six months after the Commencement Date a certificate with respect to

its compliance with the provisions of the preceding sentence and (ii) not later than one year after the Commencement Date a certificate to the effect that it has completed the placing upon all Cars of the legend required by Section 6.

8. *Taxes and Other Charges.* (A) Lessee shall duly pay to the governmental or other authority assessing, levying or imposing the same, as additional rent, before they become delinquent, all taxes, assessments and other governmental charges levied or assessed upon the Cars or the interest of Lessee therein or in respect thereof, the use or operation thereof or the earnings arising from the use or operation thereof, and all sales and use taxes which may be levied or assessed against Lessor or Lessee on account of the acquisition or leasing of the Cars, and shall promptly pay or reimburse Lessor for all taxes, assessments and other governmental charges levied or assessed against Lessor on account of its ownership of the Cars or any thereof or in respect of the use or operation thereof, exclusive, however, of taxes on Lessor's income or on Mileage retained by Lessor (except any such tax on Lessor's income which is in substitution for, or relieves Lessee from the payment of, taxes which it would otherwise be obligated to pay or reimburse as hereinbefore provided, and except as otherwise provided in Section 12). In the event any tax reports are required to be made on the basis of individual Cars, Lessee will either make such reports in such manner as to show the ownership of such Cars by Lessor or will notify the Lessor of such requirement and will make such report in such manner as shall be satisfactory to the Lessor.

(B) Lessee covenants to furnish to Lessor, within 60 days after demand by Lessor, proof of the payment of any tax, assessment, or other governmental or similar charge in respect of the Cars which is payable by Lessee as in this Section provided.

9. *Reports and Inspection.* Lessee will furnish to Lessor on or before the 15th day of April, 1973, and annually thereafter, and at such other times as Lessor shall reasonably request, during the continuance of this Lease, a certificate signed by the Chairman of the Board, the President, a Vice President, the Treasurer or an Assistant Treasurer of Lessee (an "Authorized Officer"), stating

(i) as of the preceding 31st day of December, (a) the car numbers of all Cars then subject to this Lease, (b) the car numbers

of all Cars that have become lost, destroyed or damaged beyond repair or the title or use of which has been confiscated, requisitioned or taken during the period elapsed since the end of the period covered by the last previous such certificate (or since the date of delivery hereof in the case of the first such report), and

(ii) that, in the case of all Cars repainted or repaired during such period, the stencilled identification legends required to be placed thereon by Section 6 have been replaced or preserved on such Cars or that such Cars have been again stencilled as required by Section 6 and that the identifying symbol and the appropriate car number have been replaced or preserved on each side of each such Car in accordance with Section 7.

Lessor shall have the right, by its authorized representatives, to inspect the Cars, at the sole but reasonable cost and expense of Lessee, at such times as shall be reasonably necessary to confirm to Lessor the existence and proper maintenance thereof during the continuance of this Lease.

10. *Recording.* Lessee will promptly cause this Lease and each supplement hereto to be filed with the Interstate Commerce Commission and to be filed, registered or recorded wherever else required (and thereafter will cause it to be filed, registered or recorded and refiled, reregistered or rerecorded whenever and wherever required) in each place in the United States of America for the proper protection, to the satisfaction of Lessor, of Lessor's title to the Cars under the laws of any jurisdiction within the United States; Lessee will cause this Lease and each supplement hereto to be filed, registered or recorded in such places outside the United States of America as Lessor may reasonably request; and Lessee will from time to time do and perform any other act and will execute, acknowledge, deliver, file, register and record (and will refile, reregister and rerecord whenever required) any and all further instruments, required by law or reasonably requested by Lessor, for the purpose of such protection of its title, or for the purpose of carrying out the intention of this Lease. Lessee will from time to time do and perform any other act and will execute, acknowledge, deliver, file, register and record (and will refile, reregister and rerecord whenever required) all other instruments (including but not limited to the Indenture, the Assignment, manufacturer's certificates of construc-

tion and interchange agreements) in such manner and in such places as shall be required by any present or future law, rule or regulation. Lessor hereby appoints Lessee its agent and attorney-in-fact for and in its name and behalf to execute, acknowledge, deliver, file, register and record (and refile, reregister and rerecord) any and all instruments (including the Indenture and the Assignment) that Lessor may be required by law to file, register and record and Lessee agrees so to do. Lessee will pay all costs, charges and expenses incident to the filing, refiling, registering, reregistering, recording and rerecording of this Lease and incident to the preparation, execution, filing, refiling, registering, reregistering, recording and rerecording of any such further instrument and incident to the taking of any such other action.

11. *Insurance; Indemnification.* (A) Lessee agrees to maintain insurance against liability connected with the use of the Cars to the extent of \$1,000,000 per person and \$1,000,000 per occurrence against liability for bodily injury including death resulting therefrom and to the extent of \$1,000,000 per occurrence against liability for damage to property. Lessee agrees to maintain fire and extended coverage insurance on the Cars to the extent of \$5,000,000 per occurrence. The insurance referred to in this Section 11(A) may be written with such deductible amounts as Lessee deems appropriate but not in excess of deductible amounts applicable to insurance carried by Lessee on other railroad rolling stock owned or operated by Lessee.

(B) Lessee agrees to pay, and to protect, indemnify and save harmless Lessor, the holders of the Notes and the Trustee from and against: (i) any and all liabilities, damages, expenses (including, without limitation, attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature whatsoever arising from injury to persons or property growing out of or connected with the ownership or use of the Cars or resulting from the condition thereof, and (ii) any liability for violation of any agreement or condition of this Lease to be performed by Lessee or of conditions, agreements, restrictions, laws, ordinances, or regulations affecting the Cars or the ownership or use thereof.

12. *Liens, Encumbrances and Charges; Certain Rights Upon Discharge.* (A) Subject to Sections 19 and 20(B), Lessee will not create or permit to be created or to remain, and will promptly discharge, at its

sole cost and expense, any lien, encumbrance and charge upon the Cars or any thereof or upon Lessee's leasehold interest therein, and Lessee agrees to protect and defend the title of Lessor to the Cars from any such liens, encumbrances and charges; provided that Lessee shall not be required to discharge any lien, encumbrance or charge created by Lessor or resulting from actions of Lessor, unless it is necessary for Lessee to discharge such lien, encumbrance or charge in order to comply with paragraph (B) of this Section.

(B) Any other provision of this Lease notwithstanding, if for any reason whatsoever, (i) the Basic Rent or any additional rent, including without limitation any sums payable under this Section 12(B) (all such rents and sums being hereinafter in this Section 12(B) collectively called the rentals), payable during the term of this Lease shall be diminished or subject to any diminution through attachment, claim, demand, charge, lien, levy, order, process, encumbrance or for any other reason, similar or dissimilar to the foregoing, or shall be subject to withholding or diminution at the source, by reason of any taxes, assessments, expenses, indebtedness, obligations or liabilities of any character, foreseen or unforeseen, incurred by or against any person, firm, corporation or entity whomsoever, including, without limitation, the Lessor, or by reason of any claims, demands, charges or liens of any nature, foreseen or unforeseen, incurred by any person, including, without limitation, the Lessor, or against the rentals, so that the rentals would thereby be rendered inadequate or would be unavailable to meet the periodic installments of principal of, premium, if any, and interest on the Notes, or (ii) the payment in full of the rentals when the same are due and payable under this Lease shall be delayed, hindered or prevented, or in any way adversely affected, or (iii) the use or application of the rentals by the Trustee as provided in the Indenture shall be hindered, delayed or prevented or the right of the Trustee so to use or apply the same shall in any way be adversely affected, or (iv) the Trustee refuses so to apply the rentals because of a threatened or pending suit in any court as a result of which the Trustee in good faith considers it may have personal liability if it does so apply them, or (v) the holders of the Notes shall be subject to any liability or obligation to refund or pay over the rentals, then, in any such event, Lessee will promptly pay as additional rent, and take any action and incur any additional expense that may be necessary to the proper application of, sums of money sufficient to (i) pay fully and discharge such taxes,



Category	Number of Cars	GCX Identifying Marks		Description		Type of Service	Date of Acquisition	Lessor's Cost	
		From	To	D.O.T. Spec.	Capacity			Per Car	Per Category
XX	34	741605	741621	112A 340 W	41,600 gal.	Vinyl Chloride	Dec. 1968	\$34,328	\$1,167,163
		741613	741628		42,000 gal.		Feb. 1969		
XXI	1	741611	741646	112A 340 W	41,600 gal.	Vinyl Chloride	Dec. 1968	34,706	34,706
XXII	64	945247	945252	LO—Hopper	5,250 cu. ft.	P.V.C. or Polyethelene	July 1969	15,825	1,012,784
		945264	945267						
		945269	945270						
		945272	945274						
		945277							
		945279							
XXIII	8	945282	945328	LO—Hopper	5,250 cu. ft.	P.V.C. or Polyethelene	Sep. 1969	15,992	127,938
		945253					July 1969		
		945268							
		945271							
		945275	945276						
		945278							
		945280	945281						
XXIV	86	413000	413085	111A 100 W1	13,500 gal.	Molten Sulphur	Oct. 1969	16,584	1,426,193
XXV	5	420006	420010	111A 100 W1	20,000 gal.	Acetone	May 1970	14,823	74,115
XXVI	47	945329	945375	LO—Hopper	5,250 cu. ft.	P.V.C. or Polyethelene	May 1970	16,887	793,689
XXVII	1	417155		111A 60A1 W2	17,300 gal.	Nitric Acid	July 1970	29,608	29,608
XXVIII	5	420011	420015	111A 100 W1	20,720 gal.	Formaldehyde	Sep. 1970	23,597	117,983
XXIX	20	426000	426019	112A 340 W	26,200 gal.	Vinyl Chloride	Jan. 1971	21,550	431,009
XXX	17	426020	426036	112A 340 W	26,200 gal.	Vinyl Chloride	Jan. 1971	21,553	366,394
XXXI	3	413086	413088	111A 100 W2	13,000 gal.	Sulphuric	Jan. 1971	16,267	48,800
XXXII	3	413089	413091	111A 100 W2	13,000 gal.	Sulphuric	Jan. 1971	16,270	48,809
XXXIII	15	945376		LO—Hopper	5,250 cu. ft.	P.V.C. or H.D.P.E.	Feb. 1971	18,434	276,505
		945378							
		945381							
		945383	945384						
		945386							
		945388							

Category	Number of Cars	GCX Identifying Marks		Description		Type of Service	Date of Acquisition	Lessor's Cost	
		From	To	D.O.T. Spec.	Capacity			Per Car	Per Category
XXXIV		945390							
		945394							
		945396	945401						
	15	945377		LO—Hopper	5,250 cu. ft.	P.V.C. or H.D.P.E.	Feb. 1971	\$18,504	\$ 277,558
		945379	945380						
		945382							
		945385							
		945387							
		945389							
		945391	945393						
XXXV		945395							
		945902	945405						
	5	417156	417160	105A 500 W	17,300 gal.	Chlorine	June 1971	22,024	110,121
	15	417161	417175	105A 500 W	17,300 gal.	Chlorine	June 1971	21,854	327,803
	12	417176	417178	105A 500 W	17,300 gal.	Chlorine	May 1971	21,731	260,773
		417180							
		417183	417188						
XXXVIII		417190							
		417195							
	8	417179		105A 500 W	17,300 gal.	Chlorine	May 1971	21,817	174,534
		417181	417182						
		417189							
XXXIX		417191	417194						
	9	945406	945910	LO—Hopper	5,250 cu. ft.	P.V.C. or H.D.P.E.	May 1971	19,109	171,983
		945412	945415						
XL	1	945411		LO—Hopper	5,250 cu. ft.	P.V.C. or H.D.P.E.	May 1971	18,945	18,945
XLI	9	945416	945417	LO—Hopper	5,250 cu. ft.	P.V.C. or H.D.P.E.	May 1971	18,948	170,534
		945429	495430						
		945446							
		945450							
		945463							
		945468							
		945471							

Category	Number of Cars	GCX Identifying Marks		Description		Type of Service	Date of Acquisition	Lessor's Cost	
		From	To	D.O.T. Spec.	Capacity			Per Car	Per Category
XLII	33	945418 945423 945431 945433 945437 945439 945441 945443 945445 945447 945451 945456 945465 945469 945472	945421 945428 945434	LO—Hopper	5,250 cu. ft.	P.V.C. or H.D.P.E.	May 1971	\$19,089	\$ 629,924
XLIII	1	945422		LO—Hopper	5,250 cu. ft.	P.V.C. or H.D.P.E.	May 1971	19,068	19,068
XLIV	15	945432 945435 945438 945440 945444 945449 945454 945457 945464	945475	LO—Hopper	5,250 cu. ft.	P.V.C. or H.D.P.E.	June 1971 May 1971 June 1971	19,101	286,518
XLV	2	945436 946442		LO—Hopper	5,250 cu. ft.	P.V.C. or H.D.P.E.	May 1971	19,066	38,132
XLVI	14	420016	420029	114A 400 W	20,800 gal.	Genetron	July 1971	21,316	298,427
XLVII	16	944605	944620	LO—Hopper	4,650 cu. ft.	Soda Ash	Sep. 1971	16,840	269,433
XLVIII	40	944621	944660	LO—Hopper	4,650 cu. ft.	Soda Ash	Sep. 1971	17,531	701,247
XLIX	24	944661	944684	LO—Hopper	4,650 cu. ft.	Soda Ash	Oct. 1971	16,752	402,044
L	48	954400	954447	LO—Hopper	4,475 cu. ft.	Soda Ash	Feb. 1972	21,557	1,034,732
	895						Total	.....	\$16,324,673

## SCHEDULE B TO ASSIGNED LEASE

## UNAMORTIZED COSTS OF CARS

On any Rent Payment Date during the Basic Term or any Extended Term the Unamortized Cost of any Car shall be an amount equal to the product of the percentage set forth in Column 2 below opposite such Rent Payment Date times Lessor's Cost of such Car plus the installment of Basic Rent or Extended Term Rent due with respect to such Car on such Rent Payment Date. Notwithstanding the foregoing, the Unamortized Cost of any Car on any Rent Payment Date during the Basic Term shall in no event be less than an amount sufficient to prepay a principal amount of Notes which is in the same proportion to the aggregate principal amount of Notes originally issued under the Indenture as Lessor's Cost for such Car bears to the aggregate Lessor's Cost for all Cars originally subject to this Lease, together with interest accrued on such principal amount to such date.

<u>Column 1</u>	<u>Column 2</u>	<u>Column 1</u>	<u>Column 2</u>
<u>Rent Payment Date</u>		<u>Rent Payment Date</u>	
1 -----	99.455444%	20 -----	87.093156%
2 -----	98.901359	21 -----	86.322895
3 -----	98.337577	22 -----	85.537422
4 -----	97.763929	23 -----	84.736435
5 -----	97.180243	24 -----	83.919630
6 -----	96.586341	25 -----	83.086693
7 -----	95.982047	26 -----	82.237304
8 -----	95.367177	27 -----	81.371140
9 -----	94.741547	28 -----	80.487870
10 -----	94.104969	29 -----	79.587155
11 -----	93.457250	30 -----	78.668652
12 -----	92.798196	31 -----	77.732007
13 -----	92.127609	32 -----	76.776865
14 -----	91.445287	33 -----	75.802856
15 -----	90.751024	34 -----	74.809613
16 -----	90.044611	35 -----	73.796753
17 -----	89.325836	36 -----	72.763888
18 -----	88.594483	37 -----	71.710626
19 -----	87.850331	38 -----	70.636559

failure of Lessor to enforce promptly any breach of this Lease by Lessee shall not constitute a waiver of any of Lessor's rights under this Section.

22. *Acceptance of Surrender; Redelivery.* No surrender to Lessor of this Lease or of the Cars or any thereof or of any interest therein shall be valid or effective unless agreed to and accepted in writing by Lessor, and no act by a representative or agent of Lessor, and no act by Lessor, other than such a written agreement and acceptance by Lessor, shall constitute an acceptance of any such surrender. Upon the termination of the term of this Lease with respect to all the Cars by reason of expiration of the stated term hereof, such Cars shall be delivered to Lessor at such place and time as Lessor and Lessee shall agree.

23. *No Claims Against Lessor.* Nothing contained in this Lease shall constitute any consent or request by Lessor, express or implied, for the performance of any labor or services in respect of the Cars or any thereof, nor as giving Lessee any right, power or authority to contract for or permit the performance of any labor or services as would permit the making of any claim against Lessor.

24. *Notices, etc.* During the term of this Lease, all notices, demands, requests, approvals, consents, and other similar instruments of whatsoever kind or character to which Lessor may be entitled or which may be required pursuant to this Lease to be given to Lessor shall be made and delivered to Lessor at its address set forth above or at such other address as Lessor shall notify Lessee. All such notices, demands, requests, approvals and other similar instruments under this Lease shall be in writing, and shall be deemed to have been properly given if sent by United States registered mail, postage prepaid, (i) if to Lessee, addressed to Lessee at its address set forth above, or at such other address as Lessee from time to time may have designated by notice to Lessor, and (ii) if to Lessor, addressed to Lessor at its address set forth above, or at such other address as Lessor may have designated, from time to time, by notice to Lessee.

25. *Waiver, Discharge.* If any term or provision of this Lease or any application thereof shall be invalid or unenforceable, the re-

mainder of this Lease and any other application of such term or provision shall not be affected thereby. Neither this Lease nor any term or provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which the enforcement of the change, waiver, discharge or termination is sought. The terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The headings in this Lease are for convenience of reference only and shall not define or limit the provisions hereof. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute but one instrument.

26. *Assignment of Lessor's Interest.* Concurrently with the execution and delivery of this Lease, Lessor is assigning to the Trustee as security for the Notes all of its rights and interests under this Lease pursuant to an Assignment of Lease and Agreement dated as of the date hereof, among Lessor, Lessee and the Trustee. Lessee hereby confirms its consent and agreement to said assignment and agrees that (i) the Trustee may enforce any and all of the terms of this Lease, to the extent so assigned, as though the Trustee had been a party hereto, (ii) no action or failure to act on the part of Lessor shall adversely affect or limit any rights of the Trustee, (iii) such Assignment shall not release Lessor from any of its obligations under this Lease nor constitute an assumption of any such obligations on the part of the Trustee, (iv) no Basic Rent may be prepaid prior to the due date thereof without the prior written consent of the Trustee, (v) no termination, amendment or modification of this Lease and no waiver of any of the terms and provisions hereof shall be valid unless consented to in writing by the Trustee, (vi) all notices, demands, consents, requests, approvals or other instruments given by Lessee hereunder shall also be delivered to the Trustee, and (vii) whenever the term Lessor is used herein, it shall, when appropriate, include the Trustee.

27. *New York Law.* This Lease shall be governed by and construed in accordance with the law of the State of New York.

28. *Successors.* This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective officers thereunto duly authorized, as of the date first above set forth.

ALLTANK EQUIPMENT CORP.

By \_\_\_\_\_  
Vice President

Attest:

\_\_\_\_\_  
Assistant Secretary

ALLIED CHEMICAL CORPORATION

By \_\_\_\_\_  
Vice President

Attest:

\_\_\_\_\_  
Assistant Secretary

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:

On the \_\_\_\_ day of July, 1972, before me personally came \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he resides at \_\_\_\_\_; that he is a Vice President of ALLTANK EQUIPMENT CORP., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the directors of said corporation; and that he signed his name thereto by like order.

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*Notary Public*

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:

On the \_\_\_\_ day of July, 1972, before me personally came DAVID B. LOVEJOY, to me known, who being by me duly sworn, did depose and say that he resides at 29 Kings Hill Court, Summit, New Jersey; that he is a Vice President of ALLIED CHEMICAL CORPORATION, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the directors of said corporation; and that he signed his name thereto by like order.

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*Notary Public*



**SCHEDULE A TO ASSIGNED LEASE  
DESCRIPTION OF THE CARS**

Category	Number of Cars	GCX Identifying Marks		Description		Type of Service	Date of Acquisition	Lessor's Cost	
		From	To	D.O.T. Spec.	Capacity			Per Car	Per Category
I	7	210100	210106	111A 100 W5	10,000 gal.	Muriatic Acid	May 1966	\$11,752	\$ 82,264
II	5	944600	944604	LO—Hopper	4,650 cu. ft.	P.V.C.	Mar. 1967	12,484	62,420
III	5	945254	945258	LO—Hopper	5,250 cu. ft.	Soda Ash	Aug. 1967	12,609	63,045
IV	5	945259	945263	LO—Hopper	5,250 cu. ft.	Soda Ash	Aug. 1967	12,685	63,426
V	10	310200	310201	103W	10,000 gal.	Caustic Soda	June 1967	12,964	129,644
	310203	310210							
VI	5	310202	310211	103W	10,000 gal.	Caustic Soda	June 1967	12,924	64,621
VII	10	410400	410409	111A 100 W2	10,000 gal.	Oilum	Nov. 1967	13,191	131,909
VIII	2	433001	433002	112A 340 W	33,500 gal.	L.P.G.	Dec. 1967	17,106	34,211
IX	7	945200	945206	LO—Hopper	5,250 cu. ft.	P.V.C. or Polyethelene	Dec. 1967	14,831	103,816
X	40	945207	945246	LO—Hopper	5,250 cu. ft.	P.V.C. or Polyethelene	Feb.-Apr. 1968	14,819	592,764
XI	1	433000		112A 340 W	33,500 gal.	L.P.G.	Mar. 1968	18,399	18,399
XII	8	731000	731007	111A 100 W1	30,100 gal.	Pitch	Apr. 1968	40,210	321,676
XIII	70	944700	944769	LO—Hopper	4,700 cu. ft.	Soda Ash	July 1968	12,048	843,373
XIV	10	416000	416009	111A 100 W1	16,100 gal.	Caustic Soda	July 1968	16,735	167,353
XV	6	420000	420005	111A 100 W1	20,450 gal.	Pitch	July 1968	26,723	160,339
XVI	80	417000	417024	105A 500 W	17,300 gal.	Chlorine	Aug. 1968	16,796	1,343,689
	417100	417154							
XVII	10	416010	416011	111A 100 W1	16,100 gal.	Caustic Soda	Dec. 1968	17,232	172,319
	416014								
	416016		416017						
	416019		416023						
XVIII	28	416012	416013	111A 100 W1	16,000 gal.	Caustic Soda	Dec. 1968	17,061	477,701
	416015								
	416018								
	416024		416047						
XIX	10	741600	741604	112A 340 W	41,600 gal.	Vinyl Chloride	Dec. 1968	34,423	344,232
	<b>741606</b>		741609						
	741612								

of the transactions herein contemplated will conflict with or result in a breach of any of the terms, provisions or conditions of the certificate of incorporation or by-laws of Lessee, or of any present statute or administrative regulation, or of any order, writ, injunction, judgment or decree of any court or governmental authority, or of any agreement or instrument to which Lessee is a party or by which it is bound, or constitute a default thereunder, or result in the creation of any lien, charge or encumbrance upon the Lessee's leasehold interest under this Lease, including any supplement hereto, in the Cars pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which the Lessee is a party or by which it may be bound; and

(v) as to such other matters incident to the transactions contemplated as Lessor may reasonably request, provided that no opinion need be expressed as to the effect of the laws of Canada or Mexico on the transactions contemplated hereby.

19. *Assignment and Subletting.* Lessee may sublet the Cars and may assign or otherwise transfer all of its rights and interests hereunder and may renew, amend, release or cancel any sublease, assignment or transfer entered into pursuant to this Section; provided that no assignment, transfer or sublease shall affect or reduce any of the obligations of Lessee hereunder, but this Lease shall continue in full force and effect and all obligations of Lessee hereunder shall continue in full force and effect as the obligations of a principal and not as the obligations of a guarantor or surety. Neither this Lease nor the term hereby demised and let shall be mortgaged by Lessee nor shall Lessee mortgage or pledge the interest of Lessee in and to any sublease or the rentals payable thereunder. Any such mortgage and any such assignment, transfer, sublease or pledge made by Lessee in violation of this Section shall be void.

20. *Default; Permitted Contests.* (A) If Lessee at any time shall fail to make any payment or perform any act on its part to be made or performed under this Lease, then Lessor may (but shall not be obligated to), without notice to or demand upon Lessee and without waiving or releasing Lessee from any obligations or default of Lessee hereunder,

make any such payment or perform any such act for the account and at the expense of Lessee. All sums so paid by Lessor and all necessary and incidental costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred in connection with the performance of any such act by Lessor, together with interest at the rate of 9% per annum from the date of the making of such payment or the incurring of such costs and expenses by Lessor, shall be deemed additional rent hereunder and shall be payable by Lessee to Lessor, on demand, and Lessee covenants to pay any such sum or sums with interest, as aforesaid.

(B) Lessee shall not be required by any provision of this Lease to pay, discharge or remove any tax, lien, assessment, or encumbrance, or any other imposition or charge on or against the Cars or any thereof, so long as Lessee shall (after prior written notice to Lessor) in good faith contest at its expense the same or the validity or amount thereof by appropriate legal proceedings which shall operate to prevent the collection or satisfaction of the tax, lien, assessment, encumbrance, imposition or charge so contested and the sale of the Cars or any thereof to satisfy the same, and pending any such proceedings Lessor shall not have the right to pay, remove, or cause to be discharged the tax, lien, assessment, encumbrance, imposition or charge thereby being contested, provided that Lessee shall, prior to the date that any such item is claimed to be due and payable, have given such security as may be required in the proceedings and such reasonable security as may be demanded by Lessor to insure such payment and prevent any sale or forfeiture of the Cars or any thereof by reason of such nonpayment, and provided further that Lessor would not be in any substantial danger of civil or any danger of criminal liability by reason of such non-payment.

21. *Events of Default.* If any one or more of the following events (herein sometimes called "events of default") shall happen (and regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceedings, in law, in equity, or before any administrative tribunal, which have or might have the effect of preventing Lessee from complying with the terms of this Lease):

(i) default shall be made in the payment when due of Basic Rent or Extended Term Rent; or



Category	Number of Cars	GCX Identifying Marks		Description		Type of Service	Date of Acquisition	Lessor's Cost	
		From	To	D.O.T. Spec.	Capacity			Per Car	Per Category
XLII	33	945418 945423 945431 945433 945437 945439 945441 945443 945445 945447 945451 945456 945465 945469 945472	945421 945428 945434	LO—Hopper	5,250 cu. ft.	P.V.C. or H.D.P.E.	May 1971	\$19,089	\$ 629,924
XLIII	1	945422		LO—Hopper	5,250 cu. ft.	P.V.C. or H.D.P.E.	May 1971	19,068	19,068
XLIV	15	945432 945435 945438 945440 945444 945449 945454 945457 945464	945462	LO—Hopper	5,250 cu. ft.	P.V.C. or H.D.P.E.	June 1971 May 1971 June 1971	19,101	286,518
XLV	2	945436 946442		LO—Hopper	5,250 cu. ft.	P.V.C. or H.D.P.E.	May 1971	19,066	38,132
XLVI	14	420016	420029	114A 400 W	20,800 gal.	Genetron	July 1971	21,316	298,427
XLVII	16	944605	944620	LO—Hopper	4,650 cu. ft.	Soda Ash	Sep. 1971	16,840	269,433
XLVIII	40	944621	944660	LO—Hopper	4,650 cu. ft.	Soda Ash	Sep. 1971	17,531	701,247
XLIX	24	944661	944684	LO—Hopper	4,650 cu. ft.	Soda Ash	Oct. 1971	16,752	402,044
L	48	954400	954447	LO—Hopper	4,475 cu. ft.	Soda Ash	Feb. 1972	21,557	1,034,732
	895						Total	.....	\$16,324,673

## SCHEDULE B TO ASSIGNED LEASE

## UNAMORTIZED COSTS OF CARS

On any Rent Payment Date during the Basic Term or any Extended Term the Unamortized Cost of any Car shall be an amount equal to the product of the percentage set forth in Column 2 below opposite such Rent Payment Date times Lessor's Cost of such Car plus the installment of Basic Rent or Extended Term Rent due with respect to such Car on such Rent Payment Date. Notwithstanding the foregoing, the Unamortized Cost of any Car on any Rent Payment Date during the Basic Term shall in no event be less than an amount sufficient to prepay a principal amount of Notes which is in the same proportion to the aggregate principal amount of Notes originally issued under the Indenture as Lessor's Cost for such Car bears to the aggregate Lessor's Cost for all Cars originally subject to this Lease, together with interest accrued on such principal amount to such date.

<u>Column 1</u>	<u>Column 2</u>	<u>Column 1</u>	<u>Column 2</u>
<u>Rent Payment</u>		<u>Rent Payment</u>	
<u>Date</u>		<u>Date</u>	
1 -----	99.455444%	20 -----	87.093156%
2 -----	98.901359	21 -----	86.322895
3 -----	98.337577	22 -----	85.537422
4 -----	97.763929	23 -----	84.736435
5 -----	97.180243	24 -----	83.919630
6 -----	96.586341	25 -----	83.086693
7 -----	95.982047	26 -----	82.237304
8 -----	95.367177	27 -----	81.371140
9 -----	94.741547	28 -----	80.487870
10 -----	94.104969	29 -----	79.587155
11 -----	93.457250	30 -----	78.668652
12 -----	92.798196	31 -----	77.732007
13 -----	92.127609	32 -----	76.776865
14 -----	91.445287	33 -----	75.802856
15 -----	90.751024	34 -----	74.809613
16 -----	90.044611	35 -----	73.796753
17 -----	89.325836	36 -----	72.763888
18 -----	88.594483	37 -----	71.710626
19 -----	87.850331	38 -----	70.636559

failure of Lessor to enforce promptly any breach of this Lease by Lessee shall not constitute a waiver of any of Lessor's rights under this Section.

22. *Acceptance of Surrender; Redelivery.* No surrender to Lessor of this Lease or of the Cars or any thereof or of any interest therein shall be valid or effective unless agreed to and accepted in writing by Lessor, and no act by a representative or agent of Lessor, and no act by Lessor, other than such a written agreement and acceptance by Lessor, shall constitute an acceptance of any such surrender. Upon the termination of the term of this Lease with respect to all the Cars by reason of expiration of the stated term hereof, such Cars shall be delivered to Lessor at such place and time as Lessor and Lessee shall agree.

23. *No Claims Against Lessor.* Nothing contained in this Lease shall constitute any consent or request by Lessor, express or implied, for the performance of any labor or services in respect of the Cars or any thereof, nor as giving Lessee any right, power or authority to contract for or permit the performance of any labor or services as would permit the making of any claim against Lessor.

24. *Notices, etc.* During the term of this Lease, all notices, demands, requests, approvals, consents, and other similar instruments of whatsoever kind or character to which Lessor may be entitled or which may be required pursuant to this Lease to be given to Lessor shall be made and delivered to Lessor at its address set forth above or at such other address as Lessor shall notify Lessee. All such notices, demands, requests, approvals and other similar instruments under this Lease shall be in writing, and shall be deemed to have been properly given if sent by United States registered mail, postage prepaid, (i) if to Lessee, addressed to Lessee at its address set forth above, or at such other address as Lessee from time to time may have designated by notice to Lessor, and (ii) if to Lessor, addressed to Lessor at its address set forth above, or at such other address as Lessor may have designated, from time to time, by notice to Lessee.

25. *Waiver, Discharge.* If any term or provision of this Lease or any application thereof shall be invalid or unenforceable, the re-

mainder of this Lease and any other application of such term or provision shall not be affected thereby. Neither this Lease nor any term or provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which the enforcement of the change, waiver, discharge or termination is sought. The terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The headings in this Lease are for convenience of reference only and shall not define or limit the provisions hereof. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute but one instrument.

26. *Assignment of Lessor's Interest.* Concurrently with the execution and delivery of this Lease, Lessor is assigning to the Trustee as security for the Notes all of its rights and interests under this Lease pursuant to an Assignment of Lease and Agreement dated as of the date hereof, among Lessor, Lessee and the Trustee. Lessee hereby confirms its consent and agreement to said assignment and agrees that (i) the Trustee may enforce any and all of the terms of this Lease, to the extent so assigned, as though the Trustee had been a party hereto, (ii) no action or failure to act on the part of Lessor shall adversely affect or limit any rights of the Trustee, (iii) such Assignment shall not release Lessor from any of its obligations under this Lease nor constitute an assumption of any such obligations on the part of the Trustee, (iv) no Basic Rent may be prepaid prior to the due date thereof without the prior written consent of the Trustee, (v) no termination, amendment or modification of this Lease and no waiver of any of the terms and provisions hereof shall be valid unless consented to in writing by the Trustee, (vi) all notices, demands, consents, requests, approvals or other instruments given by Lessee hereunder shall also be delivered to the Trustee, and (vii) whenever the term Lessor is used herein, it shall, when appropriate, include the Trustee.

27. *New York Law.* This Lease shall be governed by and construed in accordance with the law of the State of New York.

28. *Successors.* This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns.



IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective officers thereunto duly authorized, as of the date first above set forth.

ALLTANK EQUIPMENT CORP.

By \_\_\_\_\_  
Vice President

Attest:

\_\_\_\_\_  
Assistant Secretary

ALLIED CHEMICAL CORPORATION

By \_\_\_\_\_  
Vice President

Attest:

\_\_\_\_\_  
Assistant Secretary

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:

On the \_\_\_\_ day of July, 1972, before me personally came \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he resides at \_\_\_\_\_; that he is a Vice President of ALLTANK EQUIPMENT CORP., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the directors of said corporation; and that he signed his name thereto by like order.

-----  
*Notary Public*

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:

On the \_\_\_\_ day of July, 1972, before me personally came DAVID B. LOVEJOY, to me known, who being by me duly sworn, did depose and say that he resides at 29 Kings Hill Court, Summit, New Jersey; that he is a Vice President of ALLIED CHEMICAL CORPORATION, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the directors of said corporation; and that he signed his name thereto by like order.

-----  
*Notary Public*

# SCHEDULE A TO ASSIGNED LEASE DESCRIPTION OF THE CARS

Category	Number of Cars	GCX Identifying Marks		Description		Type of Service	Date of Acquisition	Lessor's Cost	
		From	To	D.O.T. Spec.	Capacity			Per Car	Per Category
I	7	210100	210106	111A 100 W5	10,000 gal.	Muriatic Acid	May 1966	\$11,752	\$ 82,264
II	5	944600	944604	LO—Hopper	4,650 cu. ft.	P.V.C.	Mar. 1967	12,484	62,420
III	5	945254	945258	LO—Hopper	5,250 cu. ft.	Soda Ash	Aug. 1967	12,609	63,045
IV	5	945259	945263	LO—Hopper	5,250 cu. ft.	Soda Ash	Aug. 1967	12,685	63,426
V	10	310200	310201	103W	10,000 gal.	Caustic Soda	June 1967	12,964	129,644
	310203	310210							
VI	5	310202	310211	103W	10,000 gal.	Caustic Soda	June 1967	12,924	64,621
VII	10	410400	410409	111A 100 W2	10,000 gal.	Oilum	Nov. 1967	13,191	131,909
VIII	2	433001	433002	112A 340 W	33,500 gal.	L.P.G.	Dec. 1967	17,106	34,211
IX	7	945200	945206	LO—Hopper	5,250 cu. ft.	P.V.C. or Polyethelene	Dec. 1967	14,831	103,816
X	40	945207	945246	LO—Hopper	5,250 cu. ft.	P.V.C. or Polyethelene	Feb.-Apr. 1968	14,819	592,764
XI	1	433000		112A 340 W	33,500 gal.	L.P.G.	Mar. 1968	18,399	18,399
XII	8	731000	731007	111A 100 W1	30,100 gal.	Pitch	Apr. 1968	40,210	321,676
XIII	70	944700	944769	LO—Hopper	4,700 cu. ft.	Soda Ash	July 1968	12,048	843,373
XIV	10	416000	416009	111A 100 W1	16,100 gal.	Caustic Soda	July 1968	16,735	167,353
XV	6	420000	420005	111A 100 W1	20,450 gal.	Pitch	July 1968	26,723	160,339
XVI	80	417000	417024	105A 500 W	17,300 gal.	Chlorine	Aug. 1968	16,796	1,343,689
	417100	417154							
XVII	10	416010	416011	111A 100 W1	16,100 gal.	Caustic Soda	Dec. 1968	17,232	172,319
	416014								
	416016		416017						
	416019		416023						
XVIII	28	416012	416013	111A 100 W1	16,000 gal.	Caustic Soda	Dec. 1968	17,061	477,701
	416015								
	416018								
	416024		416047						
XIX	10	741600	741604	112A 340 W	41,600 gal.	Vinyl Chloride	Dec. 1968	34,423	344,232
	741606		741609						
	741612								

Category	Number of Cars	GCX Identifying Marks		Description		Type of Service	Date of Acquisition	Lessor's Cost	
		From	To	D.O.T. Spec.	Capacity			Per Car	Per Category
XX	34	741605	741621	112A 340 W	41,600 gal.	Vinyl Chloride	Dec. 1968	\$34,328	\$1,167,163
		741613	741628		42,000 gal.		Feb. 1969		
XXI	1	741611	741646	112A 340 W	41,600 gal.	Vinyl Chloride	Dec. 1968	34,706	34,706
XXII	64	945247	945252	LO—Hopper	5,250 cu. ft.	P.V.C. or Polyethelene	July 1969	15,825	1,012,784
		945264	945267						
		945269	945270						
		945272	945274						
		945277							
		945279							
XXIII	8	945282	945328	LO—Hopper	5,250 cu. ft.	P.V.C. or Polyethelene	Sep. 1969	15,992	127,938
		945253					July 1969		
		945268							
		945271							
		945275	945276						
		945278							
		945280	945281						
XXIV	86	413000	413085	111A 100 W1	13,500 gal.	Molten Sulphur	Oct. 1969	16,584	1,426,193
XXV	5	420006	420010	111A 100 W1	20,000 gal.	Acetone	May 1970	14,823	74,115
XXVI	47	945329	945375	LO—Hopper	5,250 cu. ft.	P.V.C. or Polyethelene	May 1970	16,887	793,689
XXVII	1	417155		111A 60A1 W2	17,300 gal.	Nitric Acid	July 1970	29,608	29,608
XXVIII	5	420011	420015	111A 100 W1	20,720 gal.	Formaldehyde	Sep. 1970	23,597	117,983
XXIX	20	426000	426019	112A 340 W	26,200 gal.	Vinyl Chloride	Jan. 1971	21,550	431,009
XXX	17	426020	426036	112A 340 W	26,200 gal.	Vinyl Chloride	Jan. 1971	21,553	366,394
XXXI	3	413086	413088	111A 100 W2	13,000 gal.	Sulphuric	Jan. 1971	16,267	48,800
XXXII	3	413089	413091	111A 100 W2	13,000 gal.	Sulphuric	Jan. 1971	16,270	48,809
XXXIII	15	945376		LO—Hopper	5,250 cu. ft.	P.V.C. or H.D.P.E.	Feb. 1971	18,434	276,505
		945378							
		945381							
		945383	945384						
		945386							
		945388							

Category	Number of Cars	GCX Identifying Marks		Description		Type of Service	Date of Acquisition	Lessor's Cost	
		From	To	D.O.T. Spec.	Capacity			Per Car	Per Category
XXXIV		945390							
		945394							
		945396	945401						
	15	945377		LO—Hopper	5,250 cu. ft.	P.V.C. or H.D.P.E.	Feb. 1971	\$18,504	\$ 277,558
		945379	945380						
		945382							
		945385							
		945387							
		945389							
		945391	945393						
XXXV		945395							
		945902	945405						
	5	417156	417160	105A 500 W	17,300 gal.	Chlorine	June 1971	22,024	110,121
	15	417161	417175	105A 500 W	17,300 gal.	Chlorine	June 1971	21,854	327,803
	12	417176	417178	105A 500 W	17,300 gal.	Chlorine	May 1971	21,731	260,773
		417180							
		417183	417188						
XXXVIII		417190							
		417195							
	8	417179		105A 500 W	17,300 gal.	Chlorine	May 1971	21,817	174,534
		417181	417182						
		417189							
XXXIX		417191	417194						
	9	945406	945910	LO—Hopper	5,250 cu. ft.	P.V.C. or H.D.P.E.	May 1971	19,109	171,983
		945412	945415						
XL	1	945411		LO—Hopper	5,250 cu. ft.	P.V.C. or H.D.P.E.	May 1971	18,945	18,945
XLI	9	945416	945417	LO—Hopper	5,250 cu. ft.	P.V.C. or H.D.P.E.	May 1971	18,948	170,534
		945429	495430						
		945446							
		945450							
		945463							
		945468							
		945471							

Category	Number of Cars	GCX Identifying Marks		Description		Type of Service	Date of Acquisition	Lessor's Cost	
		From	To	D.O.T. Spec.	Capacity			Per Car	Per Category
XLII	33	945418 945423 945431 945433 945437 945439 945441 945443 945445 945447 945451 945456 945465 945469 945472	945421 945428 945434	LO—Hopper	5,250 cu. ft.	P.V.C. or H.D.P.E.	May 1971	\$19,089	\$ 629,924
XLIII	1	945422		LO—Hopper	5,250 cu. ft.	P.V.C. or H.D.P.E.	May 1971	19,068	19,068
XLIV	15	945432 945435 945438 945440 945444 945449 945454 945457 945464	945462	LO—Hopper	5,250 cu. ft.	P.V.C. or H.D.P.E.	June 1971 May 1971 June 1971	19,101	286,518
XLV	2	945436 946442		LO—Hopper	5,250 cu. ft.	P.V.C. or H.D.P.E.	May 1971	19,066	38,132
XLVI	14	420016	420029	114A 400 W	20,800 gal.	Genetron	July 1971	21,316	298,427
XLVII	16	944605	944620	LO—Hopper	4,650 cu. ft.	Soda Ash	Sep. 1971	16,840	269,433
XLVIII	40	944621	944660	LO—Hopper	4,650 cu. ft.	Soda Ash	Sep. 1971	17,531	701,247
XLIX	24	944661	944684	LO—Hopper	4,650 cu. ft.	Soda Ash	Oct. 1971	16,752	402,044
L	48	954400	954447	LO—Hopper	4,475 cu. ft.	Soda Ash	Feb. 1972	21,557	1,034,732
	895						Total	.....	\$16,324,673

## SCHEDULE B TO ASSIGNED LEASE

## UNAMORTIZED COSTS OF CARS

On any Rent Payment Date during the Basic Term or any Extended Term the Unamortized Cost of any Car shall be an amount equal to the product of the percentage set forth in Column 2 below opposite such Rent Payment Date times Lessor's Cost of such Car plus the installment of Basic Rent or Extended Term Rent due with respect to such Car on such Rent Payment Date. Notwithstanding the foregoing, the Unamortized Cost of any Car on any Rent Payment Date during the Basic Term shall in no event be less than an amount sufficient to prepay a principal amount of Notes which is in the same proportion to the aggregate principal amount of Notes originally issued under the Indenture as Lessor's Cost for such Car bears to the aggregate Lessor's Cost for all Cars originally subject to this Lease, together with interest accrued on such principal amount to such date.

<u>Column 1</u>	<u>Column 2</u>	<u>Column 1</u>	<u>Column 2</u>
<u>Rent Payment Date</u>		<u>Rent Payment Date</u>	
1 -----	99.455444%	20 -----	87.093156%
2 -----	98.901359	21 -----	86.322895
3 -----	98.337577	22 -----	85.537422
4 -----	97.763929	23 -----	84.736435
5 -----	97.180243	24 -----	83.919630
6 -----	96.586341	25 -----	83.086693
7 -----	95.982047	26 -----	82.237304
8 -----	95.367177	27 -----	81.371140
9 -----	94.741547	28 -----	80.487870
10 -----	94.104969	29 -----	79.587155
11 -----	93.457250	30 -----	78.668652
12 -----	92.798196	31 -----	77.732007
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16 -----	90.044611	35 -----	73.796753
17 -----	89.325836	36 -----	72.763888
18 -----	88.594483	37 -----	71.710626
19 -----	87.850331	38 -----	70.636559

<u>Column 1</u>	<u>Column 2</u>
<u>Rent Payment</u>	
<u>Date</u>	
39 -----	69.541282%
40 -----	68.424372
41 -----	67.285403
42 -----	66.123940
43 -----	64.939536
44 -----	63.731742
45 -----	62.500093
46 -----	61.244120
47 -----	59.963342
48 -----	58.657267
49 -----	57.325398
50 -----	55.967224
51 -----	54.582226
52 -----	53.169876
53 -----	51.729630
54 -----	50.260941
55 -----	48.763243
56 -----	47.235967
57 -----	45.678527
58 -----	44.090328
59 -----	42.470762

<u>Column 1</u>	<u>Column 2</u>
<u>Rent Payment</u>	
<u>Date</u>	
60 -----	40.819209%
61 -----	39.135038
62 -----	37.417605
63 -----	35.666253
64 -----	33.880311
65 -----	32.059096
66 -----	30.201913
67 -----	28.308051
68 -----	26.376785
69 -----	24.407376
70 -----	22.399071
71 -----	20.351103
72 -----	18.262687
73 -----	16.133024
74 -----	13.961302
75 -----	11.746687
76 -----	9.488334
77 -----	7.185378
78 -----	4.836939
79 -----	2.442118
80 - 140 ----	0.000000



## ANNEX C TO INDENTURE

**ASSIGNMENT OF RAILROAD LEASE AND AGREEMENT,** dated as of July 15, 1972, by and among ALLTANK EQUIPMENT CORP., a Delaware corporation (the "Assignor"), having an address in care of Hubbard, Westervelt & Mottelay, Inc., 60 East 42nd Street, New York, New York 10017, THE NATIONAL SHAWMUT BANK OF BOSTON, having its Trust Department at 40 Water Street, Boston, Massachusetts 02109, as Trustee (the "Trustee") under an Indenture of Mortgage and Deed of Trust, dated as of July 15, 1972 (herein, together with any instruments supplemental thereto, called the "Indenture"), from the Assignor and securing its 7% Series A Notes and 7.9% Series B Notes (collectively the "Notes"), and ALLIED CHEMICAL CORPORATION, a New York corporation (the "Lessee"), having a principal office at Columbia Road and Park Avenue, Morris Township, New Jersey and post office address at P. O. Box 1219R, Morristown, New Jersey 07960.

Concurrently with the delivery hereof, the Assignor has borrowed certain sums of money and has executed and delivered certain of its Notes in an aggregate principal amount not exceeding \$16,324,673 to evidence such borrowing and will in the future issue additional Notes, which Notes are and will be secured by and issued pursuant to the Indenture. The Assignor, at or after the time of the delivery hereof, is leasing to the Lessee under the Lease hereinafter referred to certain items of equipment described in Schedule A annexed thereto and hereby made a part hereof and may lease from time to time after the delivery hereof other items of equipment under such Lease, all such items, whether now subject to such Lease or to become subject thereto by supplement to such Lease, being herein called the Equipment. In order to induce the purchasers of the Notes to make such loans to the Assignor, the Lessee and the Assignor are entering into the undertakings herein set forth.

Now, THEREFORE, the parties hereto agree as follows:

1. The Assignor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, in compliance with the covenants of the Indenture and as security for the payment of the principal of (and premium, if any) and interest and all other sums payable on the Notes, issued and to be issued pursuant to the Indenture and of all other sums pay-

able under the Indenture and the performance and observance of the provisions thereof, has assigned, transferred and set over, and by these presents does assign, transfer and set over to the Trustee and to its successors as Trustee under the Indenture, all of the Assignor's estate, right, title and interest as lessor under that certain Railroad Equipment Lease and Agreement, dated as of the 15th day of July, 1972 (said lease, as the same may be amended and supplemented in the manner provided for therein, is herein termed the "Lease"), which is between the Assignor, as lessor, and the Lessee, as lessee, including all Extended Terms of the Lease, if any, covering the Equipment and together with all rights, powers, privileges, options and other benefits of the Assignor as lessor under the Lease including, but not by way of limitation, the immediate and continuing right to receive and collect all rents, income, revenues, issues, profits, insurance proceeds, condemnation awards, moneys and security now or hereafter payable or receivable under the Lease or pursuant to any of the provisions thereof, whether as rents or as the purchase price of the Equipment or any thereof or otherwise (except any sums which by the express terms of the Lease are payable directly to any governmental authority or other person, firm or corporation other than the lessor under the Lease), the right, upon the exercise by the Lessee of any right or option to purchase any of the Equipment, to execute and deliver, as agent and attorney-in-fact of the Assignor, an appropriate instrument necessary for the sale and transfer thereof to the Lessee, and to perform all other necessary or appropriate acts as said agent and attorney-in-fact with respect to such purchase and transfer, and to make all waivers and agreements, to give all notices, consents, and releases, to take such action upon the happening of a default under the Lease, including the commencement, conduct and consummation of proceedings at law or in equity as shall be permitted under any provision of the Lease or by law, and to do any and all other things whatsoever which the Assignor or any lessor is or may become entitled to do under the Lease.

2. The assignment made hereby is executed only as collateral security, and therefore the execution and delivery hereof shall not in any way impair or diminish the obligations of the Assignor under the Lease nor shall any of the obligations of the Assignor under the Lease be imposed upon the Trustee. Upon the payment of the principal of (and premium, if any) and all unpaid interest on the Notes and of all other sums payable on the Notes or under the Indenture and the performance

and observance of the provisions thereof, said assignment and all rights herein assigned to the Trustee shall cease and terminate and all the estate, right, title and interest of the Assignor in and to the Lease shall revert to the Assignor.

3. The Assignor hereby designates The National Shawmut Bank of Boston, Trustee, and its successors as Trustee, to receive all notices, offers, demands, documents, and other communications which the Lessee is required or permitted to give, make, deliver to or serve upon the lessor under the Lease, and the Assignor hereby directs the Lessee to deliver to the Trustee, at its address set forth above or at such other address as the Trustee shall designate, all notices, offers, demands, statements, documents and other communications given or made by the Lessee pursuant to the Lease. Lessee shall provide Assignor with a copy of any notice sent to the Trustee hereunder.

4. The Assignor and the Lessee represent to the Trustee that the Lease is in full force and effect and is not in default, and the Assignor represents to the Trustee that the Assignor has not executed any other assignment of the subject matter of the assignment hereby made to the Trustee.

5. The Assignor agrees that said assignment and the designation and directions to the Lessee hereinabove set forth are irrevocable and that it will not, while said assignment is in effect or thereafter until the Lessee has received from the Trustee notice of the termination thereof, take any action as lessor under the Lease or otherwise which is inconsistent with this assignment, or make any other assignment, designation or direction inconsistent therewith, and that any assignment, designation or direction inconsistent therewith shall be void; provided, however, that Assignor is executing and delivering, subsequent to the execution and delivery of this Agreement, a Subordinated Assignment to Hubbard, Westervelt & Mottelay, Inc., in substantially the form of Annex D to the Indenture. The Assignor will from time to time, upon the request of the Trustee, execute all instruments of further assurance and all such supplemental instruments as the Trustee may specify.

6. The Lessee consents to the foregoing provisions of this Agreement, and agrees to pay and deliver to The National Shawmut Bank of Boston, Trustee, and its successors as Trustee, as hereinabove provided, all rentals and all other moneys and security assigned to the Trustee, without any offset, counterclaim, deduction or defense whatso-

ever, regardless of any defect or alleged defect in the Assignor's title to the Equipment or any item thereof or in the Lease, and will not assert any offset, counterclaim, deduction or defense in any proceeding brought under this Agreement or otherwise, nor for any reason whatsoever seek to recover from the Trustee any moneys paid to the Trustee by virtue of this Agreement, and to deliver all notices, offers and other instruments whatsoever which may be delivered by them under any Lease.

7. The Assignor and the Lessee each agree that they will not enter into any agreement subordinating, amending, modifying or terminating the Lease, without the consent thereto in writing of the Trustee given as provided in the Indenture, and that any attempted subordination, amendment, modification or termination without such consent shall be void; provided that, if notice of the same shall have been given to the Trustee, the Lease may be amended and/or supplemented from time to time by the parties thereto in the manner expressly permitted by the Lease or by the Indenture. The Lessee hereby covenants and agrees that it will remain obligated under the Lease in accordance with its terms, and that it will not take any action to terminate, rescind or avoid the Lease, notwithstanding the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding up or other proceeding affecting the Assignor or any assignee of the Assignor, and notwithstanding any action with respect to the Lease, which may be taken by any trustee or receiver of the Assignor or of any such assignee or by any court in any such proceeding.

8. The Assignor and the Lessee agree that if pursuant to the Lease the Lessee shall become obligated to purchase the Equipment or any thereof, the Lessee or its nominee for such purpose will accept a bill of sale or other instrument transferring the property so to be purchased which is executed and delivered by The National Shawmut Bank of Boston, Trustee, or its successor from time to time as Trustee, as being in compliance with the provisions of the Lease, provided that said bill of sale or other instrument shall be executed pursuant to an express power of attorney or agency to do so set forth in the Indenture. The Lessee further agrees that if it should become necessary for the Trustee or any other party to institute any foreclosure or other judicial proceeding in order that title to the property so to be purchased may be transferred to the Lessee or its nominee, the time within which delivery may be made of the bill of sale to such

property shall be extended to the extent necessary to permit the Trustee or such other party to institute and conclude such foreclosure or other judicial proceeding; and the Lessee and the Assignor agree that the Lease shall not terminate, but shall continue in full force and effect until the expiration of such period of extension.

9. This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement may be executed in one or more counterparts and by the different parties hereto on separate counterparts, all of which shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective officers thereunto duly authorized, as of the date first above set forth.

ALLTANK EQUIPMENT CORP.

By \_\_\_\_\_  
Vice President

Attest:

\_\_\_\_\_  
Assistant Secretary

THE NATIONAL SHAWMUT BANK  
OF BOSTON, as Trustee

By \_\_\_\_\_  
Vice President

Attest:

\_\_\_\_\_  
Assistant Secretary

ALLIED CHEMICAL CORPORATION

By \_\_\_\_\_  
Vice President

Attest:

\_\_\_\_\_  
Assistant Secretary

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:

On the ----- day of July, 1972, before me personally came -----, to me known, who, being by me duly sworn, did depose and say that he resides at -----; that he is a Vice President of ALLTANK EQUIPMENT CORP., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the directors of said corporation; and that he signed his name thereto by like order.

-----  
*Notary Public*

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:

On the ----- day of July, 1972, before me personally came DAVID B. LOVEJOY, to me known, who, being by me duly sworn, did depose and say that he resides at 29 Kings Hill Court, Summit, New Jersey; that he is a Vice President of ALLIED CHEMICAL CORPORATION, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the directors of said corporation; and that he signed his name thereto by like order.

-----  
*Notary Public*

COMMONWEALTH OF MASSACHUSETTS }  
COUNTY OF SUFFOLK } ss.:

On this ---- day of July, 1972, before me, -----,  
a notary public in and for the Commonwealth, personally in said  
County and Commonwealth appeared ----- and -----,  
to me personally known to be a Vice President and an Assistant  
Secretary, respectively, of THE NATIONAL SHAWMUT BANK OF BOSTON,  
a national banking association, one of the parties named in and execut-  
ing the foregoing instrument, who produced said instrument to me in  
said County and Commonwealth aforesaid and who, by me being duly  
sworn, did severally depose, say and act, on their several oaths, in  
said County and Commonwealth aforesaid, that said corporation  
executed said instrument; that they know the seal of said corporation;  
that the affixed seal to said instrument is the corporate seal of said  
corporation; that they, being informed of the contents of said instru-  
ment, signed and sealed said instrument and that they executed the  
same in the name and on behalf of said corporation by order, authority  
and resolution of its Board of Directors and that they signed their  
names thereto by like order; that they executed the same as, and said  
instrument is, their free and voluntary act and deed and the free  
and voluntary act and deed of said corporation for the consideration,  
uses and purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed  
my official seal in the County and Commonwealth aforesaid on the day  
and year above written.

-----  
*Notary Public*

## ANNEX D TO INDENTURE

### SUBORDINATED ASSIGNMENT

ALLTANK EQUIPMENT CORP. ("Assignor"), a Delaware corporation, for valuable consideration, hereby assigns to HUBBARD, WESTERVELT & MOTTELAY, INC., a New York corporation ("Second Assignee") having its offices at 60 East 42nd Street, New York, New York, all of Assignor's rights (including, without limitation, rights to rentals, damages, purchase prices and insurance payments) under a certain Railroad Equipment Lease and Agreement, dated as of July 15, 1972 (the "Lease"), between Assignor, as Lessor, and ALLIED CHEMICAL CORPORATION, a New York corporation, as Lessee, covering certain railroad tank cars, more particularly described in Schedule A to the Lease, as the same may from time to time be supplemented and amended; provided, however, that this assignment and all rights of the Second Assignee hereunder are completely subject and subordinate to the prior rights of THE NATIONAL SHAWMUT BANK OF BOSTON ("Prior Assignee"), as trustee for the institutions referred to in the first recital of the Lease, under an Assignment of Railroad Lease and Agreement, dated as of July 15, 1972, and under the Indenture (the "Indenture") referred to in such Assignment (collectively, the "Prior Assignment"), as the Prior Assignment may from time to time be supplemented and amended.

Assignor shall remain fully liable for the performance of its obligations under the Lease, and Second Assignee shall not have any obligation or liability under the Lease by reason of this Subordinated Assignment. Second Assignee shall not be required to make any inquiry into the nature or sufficiency of any amount received by it in consequence of this Subordinated Assignment or to take any action to collect or enforce payment of any amount to which it may now be or later become entitled hereunder.

Assignor represents and warrants that (a) the Lease is presently in full force and effect and enforceable in accordance with its terms, (b) Assignor is not in default thereunder, and (c) Assignor has not previously assigned any of the rights hereby assigned to anyone other than Prior Assignee.

Subject and subordinate to the prior rights of Prior Assignee, its successors and assigns, Assignor hereby constitutes Second Assignee,



its successors and assigns, Assignor's attorney with full power (in the name of Assignor or otherwise) to demand, receive, enforce, collect or receipt for any or all moneys or claims for moneys under or arising out of the Lease, and to endorse or execute any checks or other instruments or orders and to file any claims or to take any action which Second Assignee may deem necessary or advisable in connection therewith.

Upon the written request of Second Assignee, Assignor will from time to time execute and deliver such instruments and take all such action which Second Assignee deems desirable in order to obtain the full benefits of this Subordinated Assignment, subject to the prior rights of Prior Assignee.

Second Assignee agrees that it will not file any claim or take any action in respect of the rights assigned to it by this assignment until such time as the Indenture is discharged in accordance with its terms.

IN WITNESS WHEREOF, Assignor has executed this Subordinated Assignment and caused its corporate seal to be affixed hereto as of the 15th day of July, 1972.

ALLTANK EQUIPMENT CORP.

By \_\_\_\_\_  
*President*

Attest:

\_\_\_\_\_  
*Secretary*